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VOLUME I. — XI (except vol. III)

DOCKS, WHARVES, AND SHIPPING.

Presented to both Houses of Parliament by Command of Her Majesty,
April, 1892.

(Vols I – VI (except III)

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ROYAL COMMISSION ON LABOUR.

44, Parliament Street,

London, S.W.,

March 16, 1892.

My Lord Duke,

I have the honour to submit to you the Digests of the Evidence taken before Committee B. at twenty sittings in June, July, and November 1891, which I have been directed to draw up for the use of the Commission.

I am,

Your Grace's obedient Servant,

GEOFFREY DRAGE,

Secretary.

To

His Grace the Duke of Devonshire,

Chairman of the Royal Commission on Labour.

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GROUP B.

TRANSPORT AND AGRICULTURE.

(The term "Transport" including Railways, Shipping, Canals, Docks, and Tramways.)

LIST OF WITNESSES.

Name.	Interests Represented.	Nos. of Questions in Evidence. (Vol. I., Group B.)	Days on which Evidence was given. (Vol. I., Group B.)	Page in Digest. (Vol. I., Group B.)	
				Analysis.	Précis.
Mr. Frank Brien - -	Dock, Wharf, Riverside, and General Labourers' Union of Great Britain and Ireland (Dockers' Union); and Fish Porters of the Port of London.	1–336 and 753–866.	1st & 2nd	79	8
„ Thomas McCarthy -	Wharf and Dock Labour and Dockers' Union	337–752 -	1st	79	9
„ John Atkins - -	Wharf and Dock Labour and Dockers' Union	867–1131 -	2nd	79	10
„ Henry Styles - -	Wharf and Dock Labour and Dockers' Union	1132–1452 -	„	80	10
„ William Henry Horton -	Wharf and Dock Foremen and Clerks' Union -	1453–1652 -	3rd	80	11
„ Michael Hart - -	Wharf and Dock Labour and Dockers' Union	1653–1924 and 2112–2198.	„	80	11
„ Mortimer Costello -	Wharf and Dock Labour and Dockers' Union	1925–2191 -	„	81	11
„ Henry Quelch - -	South Side Labour Protection League and Steamship Workers' Society.	2199–2595 -	4th	81	12
„ Joseph Falvy - -	South Side Labour Protection League and Corn Porters.	2596–2794 -	4th & 5th	82	12
„ William Salter - -	Wharf and Dock Labour and Dockers' Union -	2795–3198 -	5th	82	14
„ James Donovan - -	Amalgamated Society of Stevedores - -	3199–3554 -	5th & 6th	82	14
„ Ben Tillett - -	Wharf and Dock Labour and Dockers' Union -	3555–4081 -	6th & 7th	83	15
„ Robert Cridge - -	Amalgamated Stevedores' Association - -	4082–4389 -	7th	84	17
„ James Welch - -	Wharf and Dock Labour and Dockers' Union	4390–4533 -	„	84	17
„ Cornelius Donovan -	Ballast Heavers' Protection Society - -	4534–4580 -	„	84	17
„ William Egerton Hubbard	The London and India Docks Company -	4581–4918 -	8th	84	18
„ George Alexander Laws -	The Shipping Federation, Limited - -	4918–5471 -	9th & 10th	85	19
„ Thomas Robb - -	The Shipping Federation, Limited - -	5472–5627 -	10th	86	22
„ James Greig - -	Wharfingers, Warehouse Keepers, and Granary Keepers' Association, and Free Trade Wharfingers.	5628–5839 -	„	86	22
„ Albert Edward Earnsby -	Free Labour in connection with the Shipping Federation.	5840–5972 -	„	86	22
„ John Polhill - -	Free Labour in connection with the Shipping Federation.	5973–6069 -	11th	86	23
„ Josiah Griffin - -	Surrey Commercial Dock Company - -	6070–6298 -	„	86	23
„ Hugh Colin Smith -	Hay's Wharf and Dock - - -	6299–6396 -	„	87	24
„ William Becket Hill -	Wilson, Hill, and Allan Lines - -	6397–6792 -	12th	87	24
„ William Groves - -	Firm of Granary Keepers - -	6793–6827 -	„	87	26
„ Stephen Sims - -	Amalgamated Stevedores' Labour Protection League.	6828–6892 -	„	87	26
Colonel George Raymond Birt -	Millwall Docks - - - -	6893–7163 -	13th	88	26
Mr. William Langridge -	Shipping Department of Messrs. Gray, Dawes, & Co.	7164–7333 -	„	88	28
„ George Barham - -	Association of Foremen and Clerks at the Docks.	7334–7429 -	„	89	28

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Name.	Interests Represented.	Nos. of Questions in Evidence. (Vol. I., Group B.)	Days on which Evidence was given. (Vol. I., Group B.)	Page in Digest. (Vol. I., Group B.)	
				Analysis.	Précis.
Mr. Robert Henry Armit	Free labour in connection with the National Labour Union.	7430–7468	13th	89	28
„ Richard Robert Fairbairn	Amalgamated Society of Watermen and Lightermen of the Thames.	7469–7533 and 7689–8275.	14th & 15th	89	29
„ John William Cripps	Free labour (Fisher's Wharf)	7534–7590	14th	90	30
„ William Paterson Lind	The Shipping Federation, Limited	7591–7771	„	91	38
„ George Lloyd	Wharf and dock labour (Hay's Wharf)	7772–7828	„	91	30
„ Vernon Weston	The Sailors' Home, London Docks	7829–7869	„	91	39
„ William Cameron „ Thomas Atkinson	Employment under Shaw, Savill, & Co.	8276–8410	15th	91	40
„ William Rigby „ Edward Beckford „ John Jay	Employment under Shaw, Savill, & Co.	8411–8441	„	92	40
„ Jacob Bowall	Wharf and dock labour (Hay's Wharf)	8442–8500	„	92	41
„ John Sennett	Free labour (Hermitage Wharf)	8501–8613	„	92	41
„ Clement Edwards	Federation of Trade and Labour Unions and Shipping.	8614–8932	16th	92	36
„ Francis Thurston	Amalgamated Society of Engine-Drivers and Firemen (on Ships).	8933–9021	„	93	30
„ Arthur R. Abbott	International Federation of Stewards, Seamen, and Firemen.	9022–9110	„	93	38
„ Harry Orbell „ Joseph Ross	Dockers' Union	9111–9170	17th	94	41
„ Joseph Havelock Wilson	National Amalgamated Sailors and Firemen's Union.	9171–10,375 and 10,649–10,654.	17th, 18th, 19th, & 20th	94	30
„ Henry Friend	North of England Sailors and Sea-going Firemen's Union.	10,376–10,520	19th	96	39
„ John B. Lee	Sailors and Firemen's Union (Sunderland)	10,521–10,648	„	97	40
„ Maurice Evans Darby	Former connection with the Seamen's Union, and the Shipping Federation.	10,655–10,747	20th	97	41
„ Robert Pleasance	Former connection with the Seamen's Union, and the Shipping Federation.	10,748–10,780	„	97	42
„ William Alfred Allison	London Seamen's Union	10,781–10,799	„	97	42
„ William Key	North of England Sailors and Firemen's Union.	10,800–10,955	„	97	42
„ William Graffunder	Cardiff Boarding Masters' Guarantee Association and Amalgamated Seamen and Trademen's Union.	10,956–11,111	„	98	43
„ Soll Samuel	Cardiff Seamen and Firemen's Union	11,112–11,149	„	98	43
„ Reuben Manton	National Federation of Fishermen (Grimsby), and Fishing Industry in the North Sea.	11,150–11,243	„	98	43

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Docks, &c.

DOCKS, WHARVES, AND SHIPPING.

Mr. FRANK BRIEN.

Tea industry. Represented the Dock, Wharf, Riverside, and General Labourers' Union, and the tea industry, that is, the working, coopering, bulking, and laying out the teas for the inspection of brokers, and also the wool industry, *i.e.*, the housing, weighing, sampling, piling away, and delivery of wools (1–5, 280).

A season trade. In busy times, 3,500 men are employed in the tea departments (7), and about 2,000 in the wool trade (208). There are 22 tea warehouses in which in slack times about 500 men are employed more or less permanently, being liable to cancellation at a week's notice (11). The busiest times vary. About the middle of August is, perhaps, the busiest; sometimes work may have a run of 3, 4, or 5 months; about one-third of the men are employed 10 months in the year, a third 8 months, and another third perhaps 6 months. At other times, the men may get employment in the country at fruit and pea picking, and harvesting; their wives assist them in tailoring, sack-making, bottle-washing, &c. (8, 16, 140, 150). (*See also* 1708, 2162.) In the tailoring and bootmaking, foreigners have, by working for less wages, reduced the wages to more than half what they were (16).

Men, how otherwise employed.

Unionists. Three parts of all the men employed are union men (17, 66). The work is not called skilled labour (18). The ordinary wages are 6*d.* an hour and 8*d.* for overtime (19, 41). Tea work is generally performed on a piece-work system (20). In some instances wages are paid through representative men—sub-contractors. They draw every day a certain sum called "subsistence" money, and the residue is paid on Saturday, and this residue is called the "plus" (24,116, 232). (*See also* 362.) In some instances the "plus" money is paid in a very disreputable way, wrapped up in a piece of paper and given to each man separately, so that no one man knows what his fellow labourer has received, and they do not like asking, for fear of dismissal. Wages ought to be paid direct by the cashier of the employer (23–39, 97, 128, 229).

Wages.

The plus system.

Hours of labour. For eight months of the year the ordinary hours of labour are eight a day, for which, under the day-work system, the men receive 3*s.* 9*d.* a day; during the winter months seven hours a day, for which they receive 3*s.* 3*d.* (40). Permanent men are allowed and paid for three holidays a year (46–7). A casual labourer is only recognised whilst he is at work (48).

Warehouses unsafe and unhealthy. Many of the warehouses are unsafe, insanitary, and badly ventilated. There is no inspection of them (51–6).

Foreigners. Few foreigners are employed in tea or wool work. It is too hard for them; they go in for tailoring, shoemaking, and cabinet making; it is easier and cleaner. Where a foreigner goes in, an Englishman has to go out (60–1).

Men out of work. Hay's Wharf strike. There are many men out of work now (June 1891) owing to the unfortunate strike at Hay's Wharf. They are good, active, honest men, but they took a prominent part in that strike. The dispute was over the question of payment for meal times. The men interpreted a notice posted at the wharf that they were to be paid for meal time: when the Mansion House agreement came out, the firm adopted it—no payment was to be made under it for meal time. The firm had divided their workmen into two sections; one section was paid by piece-work, the other by day work, and the latter got no pay for the meal time. One half of the men objected, the union rules were in the hands of the registrar, and, unlike the position of the Union now, the executive could not forbid a strike. Everything was done to induce the men to forbear striking, and the matter was brought before the Conciliation Board of the Chamber of Commerce, but without avail. The strike did not succeed (62–5, 180–92). It cost the Union 5,266*l.* Other wharves struck, costing about 1,200*l.* more (69–70).

At present there is no system by which disputes can be settled, but there is an association of masters, and a board of conciliation might be constituted consisting of an equal number of representatives of employers and labourers. Such representatives, on a dispute arising, might confer together and see if some amicable arrangement could be arrived at, and a vote be taken. An appeal could then lie to a State Board, but the witness was not prepared to think that the decision should be binding on either side (73–8, 193–9).

Teas now arrive from the East with greater regularity than formerly. The China trade commences about July, the Indian trade about the end of September (83–9).

Overtime. In day work "overtime" gets additional pay; in piece-work only the ordinary pay. The men dislike overtime (99, 103, 319). (*See also* 457.)

Representatives, how nominated. In the warehouses the employers nominate the men's representatives: in the docks the men appoint their own. The men desire the adoption of the same system in the former as prevails in the latter (29, 116). In the wharves it is impossible to see or know what a man gets, or to find out the real amount to which he is entitled. The mode of payment is bad, and the system is rotten (129, 229). For instance, a man (a representative) might, to gain good grace or favour with his employer, throw over a little work and not book the work done, although then he would be dishonest to his fellow men. The men, however, do not like formulating complaints, because those who pay them know from whom the complaints arise, and who complains, and the man is then told that he is not wanted (235).

Mode of payment.

Complaints.

Men would complain more freely to a board of conciliation than they would to an individual employer (238).

Wages increased by the Union. The action of the Unions has undoubtedly increased wages; formerly it used to be 2*s.* 6*d.* or 2*s* 4*d.* a day, then it was advanced to 5*d.* an hour, and no more for overtime, now it is 6*d.* an hour and 8*d.* overtime (130).

Wages and subsistence. Even now, unless a man can get regular work, which is very unlikely, he cannot earn enough to keep himself and family in comfort; 3*s.* 9*d.*, even when there is a plus, is not sufficient. After deducting rent there remains of the average wage only 9*s.* or 10*s.* for food and clothing; if it had not been for charitable contributions this last winter many must have starved (300–2); for meat—cuttings off Australian meat—the docker has to pay 4*d.* a lb., and they get, perhaps, pieces to stew at 2*d.* or 3*d.* a lb. It is not good stuff (151–75, 215–27). No benefit to the masses of labourers seeking employment would accrue if a greater number of them were made permanent men, because such men would be at the beck and call of the employer and become "white slaves." When work was slack in one department a permanent man would be moved off to another. More regular employment, but not in the sense of being made permanent men, would improve the condition of casual labour (257–68). An eight hours' day is the remedy (269–70). A resolution has been passed to this effect (332–6).

Permanent men.

The Dockers' Union. The Dock, Wharf, Riverside, and General Labourers' Union has been in existence two years. It is the only union in the riverside district that is properly organised. It is impossible for it to

Docks, &c.

give relief to all the unemployed. The members pay 3*d.* a week all the year round. Arrears are paid up when the men get work. It cannot afford assistance in cases of accidents or sickness. This assistance would come out of the relief fund. In cases of death it is about to give 6*l.* for funeral expenses (280–98).

All *bonâ fide* workmen are admitted as members of the Union; the entrance fee is 5*s.* 6*d.* It used to be 1*s.* (303–5).

Agricultural labourers.

There is now a great influx of agricultural labourers to London. They work as non-union men. That is the cause of many a dispute. The aim of the Union is to get them to become members; the only way to prevent them coming to London is to send organisers into the agricultural districts, which costs a good deal of money, and get the men to organise themselves, and show them that by improving their own condition in the country, they will be better off than by coming up to London (306–15).

Accidents.

The dock companies are a little more humane than the wharfingers. They allow 7*s.* a week to the sufferer from an accident. The union rules do not provide for such cases, but if it is a bad case, it is considered by the executive council (326–9). (*See also* 1426.)

Fish porters and their grievances.

On the second day of examination this witness was re-called to give evidence in regard to the position and grievances of the Billingsgate fish porters. These men are, many of them, members of the Union, and are licensed by the Corporation of London through the Markets Committee. There are about 1,800 of them all told. Their work is to take the fish from the vessels and from the railway trucks into the market, and when sold to put them in the buyers' carts (753–62).

The grievance of the men is that they object to the system. The salesmen employ a few of them to carry the fish to the stands, but in many instances do not pay them, their earnings or salary being derived from the monopoly of carrying the packages to the buyer's cart; this was the old practice, but lately a number of unlicensed men stand outside the market and are employed in taking the packages from the licensed porter and putting them into the carts, so that the latter men lose a good many fees or payments. They want these outside men removed as they block up the road, and prevent the porters earning their full remuneration. They also object to the salesmen getting certain work—carrying the unsold fish to be stacked—done practically for nothing, as if the porter does not do it, he loses all chance of employment. If the porters do not pay what is called "bobbing money" to the salesman or his agent, they are not likely to get any employment (765–91, 826–61). The wages, or rather earnings, are from 9*s.* to 20*s.* a week (792–3, 862). The number of licenses is unlimited, so that striking affords no remedy, as the vacant places would be immediately filled up (804–17).

Mr. THOMAS McCARTHY.

A dock worker and an officer of the Dock, Wharf, Riverside, and General Labourers' Union, gave practically similar evidence to that given by the preceding witness with reference to wages and their mode of payment, to the irregularity of employment, the dislike of the men to overtime; also to the influx of agriculturists and foreigners, the hours of labour, and to the general condition of dock labourers, and the grievances under which they still laboured.

Number of men in Dockers' Union.

Number of dockers in London.

This witness stated that there were about 25,000 or 26,000 members in the Union. The dock and wharf work is divided between those who discharge vessels and those who load cargoes: the former men are called dock labourers and the latter stevedores. Taking the whole number of men competing for discharging and loading generally in London, that is, taking the wharves, the river, and the docks, there are about 45,000 men. Some portion of the work requires more skill than other portions, but the whole is generally classified as unskilled labour (337–48).

Wages of dockers.

The average wage is about 13*s.* a week for the whole year, some men earning 2*l.* 10*s.* and 3*l.*, others very little (349–51, 383, 489).

Irregularity of employment.

The busiest time occupies seven or eight months of the year. Steam has modified considerably the difficulties of seasons, the large steamers running all the year through (538–57). If it were not for the "insane" competition of ship owners, and the desire to get the ships off at fixed dates, the work would be still more regular (356–9, 566–74). A few men are paid by the week, about 6 per cent., but the vast majority by the day or hour. There is also some piece-work. Payment of wages is in some cases through a contractor or sub-contractor: this system is disliked by the men. The object of employing contractors, sub-contractors, and middlemen is that it renders unnecessary direct dealing with the men, and employers escape the trouble of driving the men and getting the work completed. The middleman acts as "a spur or whip," especially when working bad cargoes as sulphur, skins, or hides (337–72).

Docks, &c.

Piece-work.

Sub-contractors.

Classification of labour.

The Dock Company have lately introduced a classification of labour. First there is the permanent staff. Then follow (1) a class of labourers called "A.," these have the first preference; (2) the "B." class, who have the second chance of employment; (3) the "C." class, who have the third chance; and then comes the ordinary casual. The average number of months in a year that a man is employed is a little over seven. The majority of the men hang about the gates of the docks during the rest of the time and starve. They must be continually in attendance or they get lost sight of. If a man is taken on in the morning he is now, thanks to the efforts of the Union after the great strike, guaranteed four hours' work; if in the afternoon he may only get one hour's work. There is an amount of overtime in piece-work as well as in day work (375–91).

Regularity of employment.

Permanent men.

If the number of permanent men were increased it would do some good, but something must then be done for the surplus who are competing. In the same way it would also be good if the number of men were reduced and more regular work given them, provided the big surplus of unemployed were provided for (470–77).

It has happened that the total number of men applying for work at the dock has been absorbed, but it is only on rare occasions. Six per cent. may be said to get 12 months' work, 10 per cent. 10 months' work, 12 per cent. 8 months', 16 per cent. 6 months' work, 20 per cent. 4 months', and the remainder, 36 per cent. about 3 months' or less (486). The action of the Union since the strike of 1889 has increased wages about 4*s.* a week (503).

Municipalisation.

The municipality must be made to provide work for the unemployed, not in the shape of relief, but so that the men can feel they are earning their own living and getting good wages (430–8, 522, 595–613, 710–32).

Eight hours day.

The Union is in favour of an eight hours' day or 48 hours a week to be fixed by legislation. Except in individual branches of the Society no official conclusion has yet been come to by the Congress (441–58).

Co-operation.

A system that has been called co-operation has been introduced lately—the Union places itself in the position of the middleman and gives work, taking no profit. The men themselves elect their own foreman, bosses, and superintendents, and the Union does not further interfere except to see generally that the contract is carried out; this arrangement has been made with about half a dozen big firms—the National Line, the Furness Line, the Johnson Line, and Andrew Low, Son, and Taylor, and others. The men have been better satisfied and have earned better wages. The witness wished that the Union should buy its own gear, plant, and machinery, appoint officials and undertake the work right through, accepting the whole responsibility (526–35) at so much a ton (536, 650).

The great thing is to displace the contractor or middleman who absorbs a large and undue share of the profits (653–6).*

Condition labour market.

The present main grievance is the excessive number of men seeking employment at the dock gates. They drift from all the trades, whether from their own fault, or from the introduction of labour-saving machinery, or competition, and find their way as a last resource to the docks. Many are unsuitable to the work, although some may be good mechanics. It is the chance of getting work if only for an hour or two which attracts them (733–9). (*See also* 952–4, 965–8, 1710–2.)

Unionists and non-unionists.

The claim to work with none but union men has never been yet formally or officially put forward as a

* The next witness, Mr. Atkins, stated that if more lines adopted this system, the Union would be enabled to move the men about from one job to another (958–64, 972–82, 1025–7).

Docks, &c.

policy by the executive of the Union. The men have frequently insisted on it. At Bristol, it works well; none but union men work there. What is desired is to enrol all workers as trades unionists (658–79). An endeavour has been made to organise the agricultural labourer with a view of keeping him on the land. It has met with a fair measure of success in Oxfordshire and some success in Lincolnshire. Gloucestershire is slow to move, and attempts have been made in the Isle of Wight and Wiltshire. The object is, of course, to educate the agriculturists on the subject of their own interests, to give them information so as to enable them to obtain an increase of wages, and also to secure a better system of allotments (680–3). The Union has agitated also with some success in the Government dockyards: the minimum wage has been raised, but the men are still very incompletely organised, some work being done by convicts and some by discharged soldiers and sailors, who will work for less money because they have pensions (686–94).

Mr. JOHN ATKINS.

An official of the Dock, Wharf, Riverside, and General Labourers' Union, confirmed the evidence of the two previous witnesses as to the irregularity of the work at the docks and wharves, as to the employment of permanent men and overtime, on the subject of wages and the mode of paying them, also on the danger of the occupations, and as regards hours, rest, and the influx of foreigners (872–96, 920–7, 965–71).

Accidents.

He attributed the cause of the danger incident to all labour at the docks and wharves to the hurry in which the men worked (895). The Dock Company had "fine" rules, but the officials did not carry them out (897).

Employers' Liability Act.

There were also many difficulties in putting the Employers' Liability Act into motion, especially in regard to the expense it involved, and in the over-readiness of the dock officials and permanent men to prove that the accidents were the result of the men's own carelessness (899). He was in favour of some form of arbitration for the settlement of disputes. A little negotiation could easily have smoothed over many of the difficulties which ended in strikes. The

A State board of arbitration.

decision of a board of arbitration should be final and binding, and if an employer said he could not carry on his business, if he abode by an award made, he should be called on to prove that he could not. After a strike had lasted seven days the State Board of Arbitration should have power to say "you are "unable to deal with the matter, you have had seven "days, and therefore we will have a go and see what "we can do with it." The men, he thought, would be willing to accept a decision if even it was against them, provided the matter had been thoroughly threshed out (913–9). At any rate such a board would tend in the direction of settling matters. Public opinion has a great deal to do with such matters, and even without compulsory powers the decision of a board would be accepted. At any rate, in the first instance, it would be well to constitute such a board capable of threshing out the matters in difference and giving an award without any legal powers behind (918–33).

The Union against strikes.

The Union discourages strikes, and has often refused to support the men when they have come out without orders from the council (1020, 1109).

Municipalisation.

The Union is in favour of the men getting regular and permanent employment (955–7, 1029), but unless some general organisation of the whole river is adopted there must always be a prospect, and often only a prospect, of employment of casual labour. The very most that could be employed would be two-thirds, and therefore the Union advocates the establishment of municipal workshops for the employment of the remaining one-third (1029), who are only asking for "equality of opportunity" and only want work (1031). Such workshops might tend to the increased production of many articles; but then there would be a greater demand because the workmen, by being employed, would also become consumers (1078–80).

The Dock Companies and unionists.

When the docks increased the number of permanent men they refused to allow them to belong any longer to the Union, and as many of them pay into the bonus or pension fund, they had to obey (1001–6).

Representatives.

On the 4th of November the Dock Company, in spite of the agreement, refused to allow any representatives of the men to overlook the work and pay on their behalf, the fact being that these men were learning to know too much and detected mistakes. The men without their assistance cannot get sufficient information; what they want to know is how much per ton they are to get and how many tons are in the ship. In one or two cases the representatives took too much on themselves. What is now desired is not a representative who should do nothing but look on, but that one of the men who has actually done the work should go through the books and see that the pay was right. A request was made in this sense to the Dock Company, but they refused, saying that they were "not going to allow any more representatives." They were not asked to do so, but only to allow an examination, when demanded, by one of the men who had actually been working (921–7). The mode adopted by the Company for getting rid of the agreement entered into with the men was this:—they suddenly refused to continue the piece-work system and substituted day work; there was then no plus, and consequently no necessity for representatives. These men were dismissed, but found work in the Millwall Dock on the co-operative principle. The Dock Company found all sorts of petty faults with them, said "they were agitators and always talking about the Union"; the fact being that these men had made themselves obnoxious to the officials by keeping them up to the mark. Professedly the dock companies are not inimical to the Union, but they have never forgiven the success of the great strike (989–1000, 1060; *see also* 1315–31, 1375–83, 1405–15). At the Millwall Docks Colonel Birt is favourable to union men and prefers them, because the branch of the Union to which his workmen belong take it in hand to punish any misconduct by means of fines or something of that sort (1007–10). It is a recognised thing with the officials of that dock that any man they take on must have a card of the Union—must be a union man. If this was general it would have the effect of doing away with much of the competition at the gates, because then a great number of men would, for incompetence, be refused admission into the Dockers' Union. Now the dock companies take these men on in preference to the old dockers, thus bringing more men down to the dock. The Dockers' Union does a great deal of educational work, and the men are far better men in every way than when they entered the Union (1007–14, 1036–8). Non-unionists would then have to join the Union, and would be allowed to do so if they were eligible, but the Union would reserve to itself the right of taking or rejecting them (1060–74).

Docks, &c.

Piece-work.

Colonel Birt and union men.

Dockers' Union and education.

Piece-work system.

The piece-work system that prevails is not really co-operation; it is rather a bonus or plus system, and that is the reason why the men insist on seeing the books (1094–103).

Eight hours' question.

The representatives of the dockers are quite unanimous on the eight hour question. Trade and local option are the lines on which it is suggested (944–50). Eight hours a day, or 48 hours a week, ought to be the rule for all trades; it is no use having it sectionally.

Overtime.

Overtime should be forbidden except where absolutely necessary; any law passed to this effect should make it an offence for an employer or workman to transgress the law. On the employer should lie the onus of proving the necessity. Evasion might occur, but as a rule it would, by the men at least, be obeyed (1039–57). The Union has not as yet made it a rule that no member shall work more than 48 hours a week. It is waiting for a law on the subject to be passed (1118–31).

Mr. HENRY STYLES.

District Secretary of the Dock, Wharf, Riverside, and General Labourers' Union, fully agreed with the evidence given by former witnesses. He was of opinion that very great grievances still existed. Since the introduction of the so-called co-operative system the employers insist upon the right to limit the number of men employed on a job. There is a certain amount of plus attached to these jobs; the fewer, therefore, the number of men employed the greater the plus; but the men prefer working with more men even if they get less plus. It is sweating if they work short-handed; with more hands it would be easier work, and a larger amount would have to be paid away in wages (1135–52). The principal offender in this respect is Mr. Hill, of the Hill line; he will dictate the number of men to be employed (1174). His idea is that the more men that are put on the more lazy the men become. He has been remonstrated with, but it is of no use; he will have his own

Grievances.

Mr. Beckett Hill.

Docks, &c.

way, and he gets it (1210–6). He says "the only way to "get a surplus is to have fewer men at work and make "them work harder." Whether it is his interest or not, he makes it his interest. (The witness admitted that Mr. Hill was more than a match for him (1175). It was no use refusing to work for him, he would have his own way.) Mr. Hill pays 1*s.* 3*d.* per ton in and out for loading and unloading and certain contingencies. Out of that 2½*d.* to 2¾*d.* is deducted for use of gear (which is good) (1231), so that the men get about 1*s.* 0½*d.* net. The National Lines pay 1*s.* 3*d.* a ton in and out, with no charge for gear. On the Hill Line the men get 1*s.* per ton ship work paying for gear, and on the National Line 9*d.* per ton with no charge for gear. There is very little difference as regards the latter and Hill's Line as far as ship work is concerned (1173–263). The National Line brings a different sort of cargo, "heavy stuff" such as clocks, watches, &c. (1205). "On all the lines that are working on a co-operative basis the relations are satisfactory, except on the Hill Line, where there are constant disputes. About a third of the men employed in the Albert and Victoria Docks are working on the co-operative principle, some for the company, some for little masters who thrust themselves in, posing as middlemen (1264–87).

At the present moment (June 1891) there are not more than 1,000 men employed out of 5,000. The average

Wages and rent.

wages are from 10*s.* to 11*s.* a week. Rent for rooms is from 2*s.* 6*d.* to 4*s.* 6*d*, according to number. These wages include those paid to corn porters (1338–53). The dockers work all hours; the average number is about 80 hours per week. If an average wage of 7*d.* to 7½*d.* per hour could be shown, no man should work more than 48 hours a week. An opinion to that effect has been pronounced by the men, always subject to the proviso that if there were work, 48 hours should

Accidents.

be the limit (1355–65). The dock companies give compensation for accidents, 7*s.* a week for an unmarried man and 9*s.* for a married man (1426).

Mr. W. H. HORTON.

Representative of the Dock and Wharves Foremen and Clerks' Union, and one of its trustees. This Union has been in existence for two years, and numbers some 700 or 800 members: its special object is to protect the interests of the foremen and clerks employed at the

Wages of foremen.

docks and wharves (1453–8). The average wages of clerks are 24*s.* a week, of foremen 25*s.*; they vary a

Wages.

good deal (1453–9). The clerks' wages run from 19*s.* to 2*l.*, the foremen's from 1*l.* 1*s.* to 50*s.* (1605–9). The men are taken on at some places only for the season. If the necessity arises employers would expect them to perform manual labour. A per-centage (2½) from wages is in some places deducted to form a superannuation fund. The return is calculated at 3*l.* for each year under 10 years' service (1460–77). It does not depend upon ill-health or old age (1528–34). The hours are from 10 to 12 a day.

Hours of labour.

The principal grievance arises from the low wages under which the men of this class labour. It is of no use striking as the labourers do, because of the competition. The places would be filled up immediately (1491–6, 1605–15, 1633–46). The Union has lost many members in consequence of the dismissal of many foremen and clerks by the Joint Committee of the Docks owing to a change of system; 1,200 or 1,300 must have left (1504–5, 1523, 1617). There are 10,000 foremen and clerks employed in the port of

Overtime.

London. There is no extra pay for overtime, although there is a great deal of it (1557–71).

Superannuation.

The superannuation is deducted from the wages whether the men like it or not. It is entirely in the employers' hands, and is worked by them (1588–601).

This class of labour is the only one that has not been benefited by the strike, although it did not strike but stood by the employers and did some manual labour at the time to assist them (1553–4).

Mr. MICHAEL HART.

Wharf and barge labourer, stated, that in the district where he worked there were 50 wharves and warehouses, employing about 3,500 or 4,000 men, of which 250 or 300 were in permanent employment. Some portion of the work of loading and unloading required considerable skill, and all of it is of a laborious

Wages.

character. The wages varied from 3½*d.* an hour to 5*d.* an hour. At present the average rate is 6*d.* and 8*d.* overtime The work on ships, which is very heavy, is 7*d.* and overtime 9*d.* Some of the work is piece-work, but the larger portion is day work.

Piece-work.

The piece-work is objectionable in the way it is carried out. A certain man takes over the work on behalf of the remainder of the men, receives the money from the office, and pays the men. He is supposed to share equally with the men, but gets the biggest share himself. He is called a representative or sub-contractor (1653–77). The co-operative system is good, but not if contractors work it (1741). The ordinary hours are eight per day. There is a good deal of overtime, but it is very irregular, and it sometimes happens that a man has to work 24 hours at a stretch. The witness himself had worked 48 hours right off. The principal danger connected with the work arises from the way the men are hurried (1690–5, 1743–61). Accidents occur, and the authorities of the London Hospital have stated that at the New Dundee Wharf, there ought to be an accident ward, as so many accidents occur at that wharf (1696). The sufferers are often compensated by their fellow workmen; in some cases the employers have the men insured against accident, and the witness thought they made a profit out of it (1743–8, 1875–8). A good many boys were employed, and these increased the risk of danger, but the principal objection to boy labour was that it increased the competition and threw a lot of men out of work (1703–5). Some women were employed bottle washing and in sacking and bag work (1708). It reduces the wages of men, besides being otherwise objectionable (1807–8).

Docks, &c.

Co-operative system.

Hours.

Accidents.

Boys.

Women.

Agricultural labourers in the winter time flock into the labour market, so that there is often twice as much labour as is wanted. These men, who are handy at driving and strong, displace the carriers, who are therefore obliged to seek work at the docks and wharves. They ought to be kept in their own districts (1710).

Agricultural labourers.

Foreigners come into competition even to a greater extent than agriculturists: they oust the English tailors, shoemakers, and cabinet makers, and force them to the docks and wharves. They work cheaper (1712).

Foreigners.

A remedy should be found to stop the influx of the agricultural and foreign labour, and work should be found for the people round about who are out of employment (1855). In many parts of London foreigners are "packed like sardines"; they are housed in most unchristian fashion (1886). Employment should be found at the expense of the nation by some public authority for those who are driven from their trades by these aliens (1888–90). There should be work shops all over the country for the unemployed (1924).

The unemployed.

As long as the present conditions of labour continue the British-born working men will be dissatisfied; there is so much wealth in the country, and their share of it is so little; but if they could see their children properly clothed, properly fed, with plenty of house-room, they would be content (1714–5).

There was a good deal of bad gear used; it ought to be more often and more efficiently inspected by practical men (1809–13, 1869). The sanitary conveniences are also bad, and the men in consequence are often driven to the public-house, where they are apt to take a pint or two of beer (1814–6).

Inspection of machinery.

The Union takes in men now as low as 2*s.* 6*d.* entrance and 2*d.* a week subscription for boys, but for grown men it is 5*s.* 6*d.* (giving them as long as six months in which to pay it) and 3*d.* a week (1831–3). The Union thus gets about 24*l.* a week. It is chiefly expended in disputes and lock-outs (1836).

Union revenue and expenditure.

Since the dismissal of the delegates, *i.e.*, representatives, workmen have not contributed so largely to the Union. All labourers are asked to join kindly, but numbers refuse. A non-union man is received more cordially by employers than a union man, because they think union men are fighting against them. Unions want to avert strikes and lock-outs, as they are beneficial neither to the leaders nor to the workers (1898–906).

Unionists and non-unionists.

Mr. MORTIMER COSTELLO.

Wharf labourer and district secretary. Agreed generally with all the former evidence, and reiterated it as regards numbers seeking employment, wages, hours of employment, sanitary matters and inspection of gear, and the objections to the mode of payment of piece-work and the plus. He complained also of the long hours habitually worked at several of the wharves interested in the coasting trade, mentioning seven of them; many men working 35 and 45 hours at a stretch. In one case the men succeeded in getting permission to work several shifts, the night gang relieving the day

Long hours.

Docks, &c.

gang, and so on so that no man worked more than 24 hours at a stretch. The masters are not so frightened of the Union as is supposed, and the men are dead against striking at all times. Men at the wharves mentioned, whilst receiving high wages, are in fact doing per man sufficient work for three men (1925–55). If the hours were properly divided, there would be regular work for 3,000 out of the 4,000 men now seeking employment. What makes the hours longer is the way the men are ordered out. If a ship is expected they must be at the wharf, night or day, and wait until she comes in, or they will not be employed. For the time lost in this waiting they are not compensated (1965). All the wharves are competing against each other. Municipal control would regulate the work; and if a co-operative body took over the work a great deal in this direction might be done (1967).

Municipal control.

Accidents.

Accidents from over-hurry and defective gear constantly arise. Compensation is only given in cases where the men are insured by the companies or wharfingers; then they may get 10*s.* or 15*s.* a week. Mr. Peebles at the Carron Wharf pays all his men 25*s.* a week whether the accident is the fault of the company or the man's fault. The men know that they are entitled by law to compensation, but the expense is too great, and there is a feeling that if a man took action he would be boycotted when he wanted work again (1985–91).

Men refuse to join the Union because they are afraid of dismissal, which often follows. At one time it was permitted that the leading man should stand next the foreman when taking on the men, and point out to him an unskilled man or a stranger; but this has ceased, and now some of the most prominent trade unionists have been sacked at some wharves (2000–4).

Result of strikes.

The result of the strikes at the wharves has in the main been satisfactory to the men. Wages have been increased and hours reduced (2011). The witness thought that if there were a State board of arbitration and an agreement drawn up, it would be found that both the masters and the men would abide by its decisions; the men would not be cheated and quibbled with, neither could the masters be cheated (2019).

Permanent men.

The permanent men and the royals number about 800 of the 4,000 employed. The former are entitled to a week's notice before dismissal, but the latter are taken on and sent off like the casuals, except that they get the first chance of the work; some wharves have no permanent men, only royals. Some of these will earn 40*s.* or 50*s.* a week; the permanent men would not earn so much. They never know when they have done at the water side (2037–82). Both the permanent men and the royals are all unionists (2090–2). The Irongate and St. Katherine's Wharf is now (June 1891) trying to break an agreement (signed by a Mr. Scrutton on behalf of this company and five other companies) by reducing the men's money from 6*d.* an hour to the old 4½*d.* rate; that is, by paying them 25*s.* a week permanently for any number of hours they wish to work them. They have made a lot of permanent men this way (2115–33).

Municipal workshops.

The witness did not think that any loss would accrue from the establishment of municipal workshops, but if any did the ratepayers would have to bear the loss (2173–83).

Messrs. H QUELCH and J. FALVY.

The first witness represented the "South Side Labour Protection League" as an organisation, and a section of that body known as the "Steamship Workers" (2199). He is not a workman now and never actually worked at the docks (2246–9). He represented about 3,000 labourers and 500 steamship workers (2261–2).

The second witness represented the "corn porters," from 2,000 to 3,000. He has worked at the grannaries all his life (2596–7, 2740).

The evidence of these two witnesses embraces:—

1. Wages, amount and how paid (2200–7, 2294, 2301–7, 2358–60, 2365–8, 2454–74, 2566–71, 2580–1, 2599–604, 2650–64, 2718–23, 2757–9).
2. Irregularity of employment; remedy eight hours, no overtime, no night work (2208–9, 2221–2, 2227–4, 2241–2, 2258, 2311–30, 2369–70, 2373–5, 2417–24, 2524–64, 2583, 2620, 2701–9, 2760–8).
3. Danger of same, arising partly from employment of foreigners (2210–6, 2253–7, 2621–4).
4. Evils of labour-saving machinery (2223–6, 2251–2, 2277–82, 2616–9, 2650).
5. Competition of boys and old men (2235–40, 2259–60, 2283, 2308–10, 2506–23, 2625–31). Docks, &c.
6. Finding of employment by local authorities (2244–5, 2331–57, 2387, 2483–505).
7. Working of Employers' Liability Act (2218–20, 2274–6, 2379–83).
8. Strikes (2384–71, 2584–95, 2638–42, 2711–21, 2726).
9. Arbitration. Compulsory conciliation boards (2386, 2722, 2730–9).
10. Relations of union and non-union men (2293, 2396–416, 2573–9, 2632–7, 2645–9).
11. Old age, pensions for (2236, 2284–6, 2310, 2432–7, 2475–82).

Wages.

The recognised rate of wages is 7*d.* per hour and 9*d.* for overtime after 6 p.m. for steamship labour. It is all hour or piece-work, sometimes under a stevedore, at others direct under merchant or shipowner; about 25 per cent. represents overtime (2200–6). General labourers get 6*d.* and 8*d.* per hour overtime (2294). Meal times, about 1½ or 2 hours, are paid for; work time is about 10 hours a day (2364). Corn porters earn 5*s.* 10*d.* a day or 30*s.* a week (2599); the latter is paid to the permanent men. There is no hour work. Permanent men are objected to by both witnesses on the ground that if increased in numbers they would tend to render the masters too independent of the Unions; permanent men cannot be called out except after due notice given, generally a week (2366, 2462, 2576, 2752).

Irregularity of employment.

In both organisations the evil is the irregularity of employment, reducing the average wages to 10*s.* (2303), some men only earning 5*s.* a week while some are out of work for months (2305–7, 2599–602).

This irregularity might be diminished, the witnesses think, by limiting all labour to eight hours per day, abolishing overtime and night time, except on emergencies, the onus of proof of necessity being thrown on the masters under penalties (2226–34, 2311–6, 2369, 2701–9). The witnesses disapprove of judges and law courts, and think an experienced stevedore the best party to decide on the reality of the emergency or necessity (2537–51).

Even the regularity of work and wage would throw many of the workmen now seeking it wholly out of employment (2315, 2326). For these unemployed, the municipalities ought and must find employment at the standard minimum wage. Both witnesses concur in this (2245, 2330, 2706).

The cause mentioned by the two witnesses of the over supply of labour at the waterside (2221, 2425, 2602, 2611) arises from the irregularity of the employment and the chance of getting work there, whereas where men are regularly employed and are not taken on from outside the gates, the unemployed do not compete or seek work for the reason that they know that it is of no use. It would lessen the chance of getting a casual day's employment (2428).

Hours of labour.

The proposal of the witnesses to limit hours and abolish overtime and night work, would, they think, steady work for the majority and eliminate the minority (2471, 2701). The making of permanent men would, however, intensify their work. The master would make them work day and night if there was work to do, and that would only steady employment for the minority and make the condition of the majority worse than at present (2471). A weekly man dare not refuse anything he is asked to do. A casual man will not do it; he will not work under price (2462).

Another cause is that the men who have been unsuccessful in all other departments of industry, who are out of work, gravitate to the waterside where no questions are asked as long as the men are wanted. It is a last chance (2572–4).

Accidents.

The danger alluded to by the witness (Mr. Quelch) as incident to the employment of steamship workers appears to have reference only to the weight of the goods to be hoisted and to their unmanageableness, and to the employment in foreign ships, and in some English ships, of men (sailors), who are in charge of the machinery or drive the hoisting and covering gear, not understanding English and mistaking orders. He further complains that foreign sailors do the work that in English ports Englishmen ought alone to do (2211–5, 2253–7).

Labour-saving machinery.

These witnesses wholly disapprove of labour-saving machinery, as it makes the work harder for the men left to do it besides diminishing the number of hands formerly required (2251, 2277, 2618), in short, causing a displacement of labour. Mr. Falvy instanced the case of manufactured flour which now

Docks, &c.

comes to this country from America; formerly it came in the shape of wheat in bulk; two sharp men in a ship's hold could easily sling flour in bags weighing 140 lbs. at the rate of 300 tons in a day; when it came as wheat the same amount would require five gangs, each gang consisting of six or seven men, or between 30 and 35 men to discharge it. Then it comes to the warehouse. If it was wheat, there would be four men in a barge and two pushing it into the bushel; instead of this, with the flour, a man or a good sized lad can sling 100 tons a day comfortably (2617).

The witness, Mr. Falvy, proposes that all labour-saving machinery should be heavily taxed (2619) in proportion to the amount of labour it displaces. He also would in the same way put a tax on all manufactured goods (2619).

Boys' and old men's labour.

Both witnesses protest against the employment of boys and old men to do full men's work at reduced wages. The first witness suggests (2235) that the two parties, the employer and the employed, either individually or in associations, should fix what should be boys' work and what should be men's work, and that then the law should step in and say that boys should only do boys' work (2514). That as regards old men, they are unfairly pitted against the younger men (2236, 2517), although they admit that to fix a time of life for calling a man old is difficult, especially as river-side labourers seldom reach 40 years (2631), but no man ought to be called on to work in competition after 60 years of age (2238).

Municipalisation.

Employment by Local Authorities is insisted on equally by both witnesses. "It ought to be the business of the "municipal authorities, and not only of the municipal "authorities, but also of the rural authorities, to find "employment for those who are out of employment, "and this should be a permanent and a growing "means of finding employment for working people" (2244–5, 2706).

The first step is to provide necessary buildings, that would occupy a number of labourers (2336); then workshops of all descriptions for the production of all the necessaries of life, the employed therein to be paid a minimum rate of wage, *i.e.*, a trade union rate (2338). Nothing except in the shape of superfluities to be put in the market (2346), one commodity being exchanged for another (2348); the municipalities to arrange so that there should not be a glut of work at one time and depression at another (2488)

The witness (Mr. Quelch) also contemplates the municipalisation of all industries. He does not see that any loss is possible, but if one should attach, then it should be borne out of the public funds, out of the rates, or out of the Consolidated Fund (2490–5). The greater portion of the necessary taxation, if not all taxation, should be taken from incomes, not from excise, customs, &c. (2496–502).

He also thinks that a capitalist is a person who owns certain means of production and uses them as a means of exploitation, in order to take advantage of the poverty of the worker to get a profit out of him (2499).

Employers' Liability Act.

As regards the working of the Employers' Liability Act, they, in common with the other witnesses hitherto examined before the Commission, are not satisfied, principally owing to the "contributory negligence" clause and "common employment" doctrine. This latter means that where out of a gang of men the employer selects a ganger or gives authority to one of the gang to give orders and generally overlook the work, if an accident happens owing to the ignorance or carelessness of the ganger, no compensation can be recovered, on the ground that the causer and the victim are in one common employment (2217–20, 2380–3, 2770 *et seq.*).

The witnesses also disliked the principle that an employer should be enabled practically to contract himself out of the Act by insurance (2383, 2770).

Arbitration.

On the subject of arbitration and compulsory conciliation boards the witnesses are agreed (2712) that the men are opposed to such modes of settlement of disputes, but not to a board of arbitration where there are employers of labour on the one side and workmen on the other, and where both sides were practically acquainted with the technicalities of the work. Any board of this kind outside the State would be welcome (2386, 2730).

Strikes.

As regards strikes, the witnesses stated that they were against them, but regarded them as necessary weapons of warfare as long as the employers maintained their present attitude of hostility to labour and constantly endeavoured to stir up strife by trying to take a mean advantage of the men (2385, 2636, 2642).

Docks, &c.

Unionists and non-unionists.

The societies of which these witnesses are the representatives object in self-defence to non-unionist workers: they refuse to work with them whenever they are sufficiently strong; they refuse to work with a man who has not a union card. Non-unionists would find themselves in rather an uncomfortable position by the epithets which would be addressed to them and the way in which they would generally be treated. In a public-house the unionists would call him a blackleg, refuse to drink with him, and send him to Coventry (2396–8, 2632).

Liberty to combine does not, in the opinion of the witnesses, involve liberty not to combine (2405). They are prepared to give a man the fullest liberty to combine, but are not prepared to give him liberty not to combine (2408). Strangers are told when they get work that they will be expected to join. If they do not, union officials take care that they do not get work: the foremen of the wharves will not employ them if they have not a union ticket, because the inevitable strike will stop business, and that masters do not like. The only ones the societies are harsh upon or cruel to are men in the neighbourhood who have got benefits equal with the others and perhaps more, and who will not join. Upon them pressure is brought to bear (2632).

Pensions for old age.

The first of these witnesses advocates that every man after 60 should be maintained by the State (2429). He should then not get less than an ordinary week's wage (2430). Advantage of a man's age should not be taken to make him work for less (2433). The law should compel a man at 60 to give over work (2477). Subsistence is worth about 30*s.* a week (2478); this sum he should therefore receive from the State (2480, 2552). The county council in counties and the municipal authorities in boroughs might fix the minimum, an appeal being allowed to a minister responsible to Parliament (2555–63). The second witness seems to think that the employer should pension an old servant (2625).

Men should be prevented from working after a certain age, and boys be prohibited from labouring up to a certain age, in order that there should be less competition amongst adults (2239). (*See also* 2625–31).

Summary of proposals.

The witness, Mr. Quelch, sums up the remedies suggested thus:—

1. Men over 60 should give up work.
2. An eight hours' legal day should be adopted for all industries.
3. Municipal workshops should be established.

These matters are put forward as palliatives for the present condition of things; the ultimate outcome it is hoped by their adoption would be the municipalisation of the whole organisation of labour and the whole means of production (2503–5).

Employers' Liability Act.

Mr. J. Falvy, continuing his evidence as regards the inefficient working of the Employers' Liability Act, prefaced his remarks thereon by alluding to a source of danger he had omitted to mention previously, arising from the escape of steam used to work the winches in the discharge of cargo, which often obscured the sight of the workman and of the man in charge of the winch, so that accidents continually, or at least often, occurred (2770).

With regard to the Employers' Liability Act, witness selected from several cases five which showed the necessity of amending it.

With regard to the first he observed that very often a dock hand shipped for a short voyage. In the case specified the man shipped as a fireman to St. Malo, and was injured in obeying an order of the engineer, an improper order, as it ought to have been given and executed before the engines started. It was held by the Court of Appeal that he could not recover, as he was for the time a sailor.

2nd. An injured man did recover in an action brought against his employer, which was partially defended by the insurance company, who, finding that they were likely to be beaten, advised the nominal defendant to execute a bill of sale of his goods, and thus prevented the plaintiff from realising the verdict in his favour. The witness urged that if an insurance company fought a case on behalf of an insured employer, it ought to be compelled to satisfy the verdict.

3rd. On one occasion the witness himself called the attention of the foreman to the insecurity of a rope under which he was working. The foreman poohpoohed his complaint, and directed him to continue working. The Court would hold that he could not

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recover because of his contributory negligence in continuing to work under it.

4th. A case of three contractors being separately employed to build a house, one to do the brickwork, another the carpenter's work, and a third the internal decoration. A carpenter was injured by the fall of plaster and bricks. Held—that he could not recover because it was a common employment, the whole of the men being engaged in the building of a house (2770).

5th. On another occasion the witness, on going to his work in a warehouse before daybreak, was warned by the foreman that some of the trapdoors in the floor were left open by the men who had been working during the night; when night came in the course of the work the witness, forgetting the warning, fell through a trap and broke his leg. Held—that he could not recover, as he had been warned, the law insisting, apparently, that he should bear in mind a warning given 24 hours previous to the accident (2773).

Again, when a working foreman chosen by the employer from a working gang was negligent, and through his negligence an accident occurred, the sufferer could not recover because it was held to be a common employment.

The witness was of opinion that a pecuniary fine was useless, and that a civil action was a farce, to say nothing of the expense, and that an employer should be liable to imprisonment for his own negligence as well as for the negligence of his servants (2770–92).

He also said, that it often happened that an insured employer was willing to give compensation, but was prevented doing so by the insurers, who refused to indemnify him, and that the practice of insuring made employers careless as well as their servants (2770).

Mr. Falvy also gave evidence concerning the evil effects of the payment of wages in public-houses, and was of opinion (as, he stated, were also many of the employers) that the violation of the Act relating thereto should be punishable with imprisonment and not with a fine (2793–4).

Mr. W. SALTER.

Dock labourer and secretary of a branch Union, as well as Mr. Ben Tillett on the 6th day, confirmed (2810, 3619) the testimony of Mr. J. Falvy on this subject of the Employers' Liability Act and of the effect of the practice of insurance, Mr. Tillett adding the suggestion that cases involving compensation claims should be heard and decided by some public labour department (3619–25).

His evidence was on all fours with that of previous witnesses called before Group B. As regards the average of wages, the irregularity of the work, the establishment of municipal workshops, the limitation of the hours of labour, he entirely agreed with the evidence and suggestions of previous witnesses. He drew special attention to the withdrawal by the dock officials of certain privileges which the great strike of 1889 had won for the labourers, and of the former's breach of faith. On the strike ceasing a change took place in the then system of employment. Representatives of the men were allowed to see the books so that they might know that the men got their fair share of the "plus" or the "bonus" at the end of the job. Since 4th November 1890 the representative system had been abolished by the Company, and the pay during meal times had been stopped (2821). A system of classification had also been introduced which would have worked fairly well had it not been for the favouritism shown by foremen and warehousemen by the introduction of strangers, men who were not known as old dock hands (2927–37). The classification was introduced by a circular in which the directors stated 'it was their object to reduce the 'amount of casual employment in the docks, and 'secure, as far as possible, regular work for all 'classes of labourers in each department' (2931).

Privilege withdrawn.

Classification of dockers.

"A" under the classification system means permanent men.

"B" are registered men; they are paid weekly at day rates, and are entitled to the first call.

"C" are casuals; of these now not a dozen are wanted where there used to be a hundred before wanted (2911–25).

The grievance of the "B" men seems to be that although paid weekly, and therefore entitled to be considered as weekly labourers, they are not paid for holidays, but are treated as day, or casual labourers, the practice being when a holiday occurs at the end of a week for the men to be taken on and paid daily until the holiday when they are knocked off, and when the holiday occurs at the beginning of the week then for the remainder of the week they are paid daily, so that no pay is given for the holiday (2915, 3033–67).

Docks, &c.

The grievance of the "C" men is that strangers, friends or acquaintances of the dock officials, are taken on surreptitiously, these men being called in privately to the exclusion of a like number waiting for employment at the dock gates (2929). They are generally men totally unacquainted with the work (2930–47).

Complaints, how received.

This witness complains also of a breach of the promise made by the directors "that they will always be "ready to investigate grievances and redress them "whenever they are proved to exist," it being practically impossible to get at the directors; and the dock officials are certain to "spot" men making complaints. The suggested remedy is for the Unions to take all the work going through their officials contracting directly with the shipowner or merchant and not with the docks at all (2947–8, 3113–28). As representatives of the men it would be their duty to look after the men's interests, and as the direct negotiations would be with the shipowners it would be their interest to work in harmony with them (3129).

Union to undertake the work.

Stevedores.

The stevedores who load ships are a distinct class. They have a Union of their own (3152). They will not work with the mere dock labourers in loading ships which requires skill and experience, the dock labourer confining himself to the discharge of ships (3156). Another reason arises out of the different rates of wages, the stevedore getting 8*d.* per hour and the docker 6*d.*, the former naturally refusing to work along with men who get lower wages for fear of bringing down their own standard rate (3174–6).

Dock circular of 1889.

The witness also complained of the dock circular of September 1890 limiting the selection of men to the physically strong, and the permanent men to within the age of 23 and 30 (3180). This practically excluded the older dock labourers, who naturally looked forward to a fair share of the work. In addition to this, the Company insisted on all permanent men belonging to a sick society securing a weekly benefit of 10*s.* a week, a condition considered a dictation as to a man's private business (3189–4).

This witness was favourable to a limitation of numbers either by way of license or union ticket (3190–8).

Mr. JAMES DONOVAN.

Stevedores.

A member, but not the official representative of the Amalgamated Stevedores' Society, stated that the society consisted of about 5,000 members (3199–201). That the calling required a considerable amount of skill and training (3205), and took five or six years for a "knowledgeable" man to become a good stevedore; the pay was 8*d.* an hour paid daily, and at the end of the job, and 1*s.* for overtime; the ordinary hours of labour were nine hours a day (3211–7). There was considerable risk from insufficient machinery and gear (3220, 3254). Inspection was needed by a practical stevedore both generally (3446–9) and also of the hatches (3451). The labourers in the calling might be put into three classes, those who earn pretty regularly 24*s.* a week, those who earn about 18*s.*, and old men, who earn about 12*s.* a week, "but are soon left in the cold" (3299). There is often considerable overtime; work, for instance, in mail boats is generally overtime. It would be very difficult to prohibit overtime on account of tides, &c. It must be done, however, by legal enactment, if at all (3321, 3439). Some years ago the Union succeeded in limiting the number of successive hours to 24; it was formerly as high as 50 or 60. The maximum is marked by foremen and donkey men who get from 7*s.* to 8*s.* a day (3345–6). Between 40 and 50 per cent. of the men are Naval Reserve men, who get a retainer of 2*s.* 6*d.* a month, and a guinea a week for a certain number of weeks' drill, and they take that out in the slack season (3349–50). In 1874 the master stevedores attempted to reduce the pay, but after a conference with the employers, that is, brokers and owners, it was settled in favour of the men in one day (3355). In 1889 the men came out spontaneously to help the dock labourers. The principal cause now of dispute is the employment of federation coalies, so called from their work at

Training required.

Hours and wages.

Inspection of machinery.

Overtime.

coaling. The men allege that it is dangerous to work with them. Some other question may have been mixed up with the strike against working with them (3358-76). The Federation is formed for the express purpose of annoying the stevedores and dock workers. It is a combination of ship owners and brokers, and men interested in the shipping business to dissolve or break up the labour unions existing in the riverside trade (3259, 3296, 3469-71).

The objects of the Shipping Federation.

Accidents. In case of accidents a legal aid society has been established, but they settle cases in a bad manner (3224). There ought to be some official (3266-9) appointed by the Government upon whom a working man might lay his case, who would take it up and see the man received justice (3227, 3402). The Unions seldom take cases up (3270); it is no part of their duty.

This witness complained of a system of threatening by officials that if more work was not got through other men would be brought in to do it, adding and they have others in reserve (3238-41).

He was of opinion that it would be conducive to harmony if all labourers belonged to Unions (3297-8).

Co-operation. The witness also stated that a system of co-operation work had been started by the stevedores; it had been discussed and carried and adopted by the club, but the carrying out of it had been defeated by the men who held the permanency jobs, *i.e.*, the foremen and donkey men, who got pretty regular pay, and had things settled and established, and were afraid of change (3472-4). It might, however, be adopted tentatively as a trial without the aid of the permanent men (3476). In like manner the co-operative system might easily be applied to the loading of ships, the Unions themselves taking the contracts (3506); but the foremen, &c. would most likely object, and they have great influence (3509).

MR. BEN TILLETT.

Nature of tonnage and goods coming into port of London. Chief secretary of the Dockers' Union, desired to explain that the tonnage that came into the port of London—unless it was analysed and the class of goods examined—afforded no measure of the number of men that should be employed; also that there were other conditions. The "season trades" employed a very much larger average than the ordinary trades.

System of employment at docks. The system of employment as adopted by the docks, shipowners, and wharfingers, necessitates a certain staff called a "permanent staff," but they endeavoured to secure the largest number of men possible at the gates, in order to select at any time and to pay off at any moment. In spite of two years' hard labour the dockers and the wharf workers of London were very little better off than they were previously on account of the advantage taken of them by the employers (3558).

Regulation of labour of boys and old men. He desired that boy labour and the labour of old men should be regulated, so as not to compete with the labour of able-bodied men, and that there should not be more than 48 hours worked a week by each man, and nothing less than eight consecutive hours on any day (*id.*). He was not, however, asking that a set day of eight hours should be insisted on, but that there should be no inducement for any employer at the dock and wharves to give men a stipulated sum for a week's wages and keep the men all hours without giving them overtime rates and without acknowledging the extra labour they put in on their behalf (3564).

Season trades. He pointed out that the season trades of tea, of timber, of wood, and of fruit, employed a large number of men; that a ton of tea would give labour to as many men as 20 tons of ordinary goods: timber also had to be manipulated, there being so many lengths and sizes; wools also employed a large number of men, and so did silks, spices, and jute. In the winter the lowest estimate was reached, the season trades going on from June to November (3565).

Municipal control of labour. The only way he thought of regulating the supply of labour was to institute some form of municipal control, whereby every industry which, at a certain period of the year, was able to derive a large profit from its trade and from its workers, should, in other parts of the year, share the responsibility of maintaining those who had served them during the season (3568).

Municipalisation of docks. The docks ought to be in the absolute possession of the municipal authority; then it would see that the largest number of men were employed on the fairest conditions to relieve the rates. All control should be under that authority, there should be no middleman, and the highest sum that should be paid for dock and wharf property should be at the rate of 25 years' purchase (3572-94).

Improved machinery. The dockers, he said, are quite prepared to admit the use of the more effective machinery and of the best class of labour, provided the result of that class of labour's efforts went to the support of labourers and the municipal powers generally. At the present moment, every advantage in the direction of effective machinery and effective labour went into the pocket of the private owner or company (3845-7). Under municipal control it would go for the general benefit (3582). Any possible loss would be covered, and more than covered, by the more effective management of a public body (3591).

Importance of question of dock labour. Questions that affect dock workers the witness felt affected nearly every outdoor industry and every class of outdoor season trade. Workers from all trades flooded the docks, so that what pertains to the docks had something to do with other trades. The State, therefore, in co-operation with local bodies, should take the matter up and reorganise the whole industry of the country on a different system from the present, and ultimately become the universal employer (3594-7). If the State were to undertake the absolute control, it would mean that a number of men, especially "ne'er-do-weels," would like to migrate from one district to another. The State would always be in hot water in having to provide for them: therefore before any man should come into any locality the particular locality whence he came should be bound to give all the necessary information about him, and every locality should have some power in conjunction with the district councils to arrange and systematise the influx and the outflow. In individual cases, however, unless there was a large influx, no locality should have any power to prevent any man from going from one labour district to another. The work of regulating influx and outflow should be undertaken by guardians and vestries, themselves large employers of labour, and for a start the State should take them into its confidence. In every district there should be a labour bureau, a labour registry, so that the exact number of unemployed could always be officially estimated, and the officials of the locality and of the nation would know the amount of pressure upon them and the numbers they would have to deal with in any change they might see fit to make (3598).

Reorganisation of industry by the State.

Local labour registry.

Pension scheme. This witness also advocated a pension scheme for the aged and incapable, a minimum wage being given based on a sufficiency of subsistence for the less competent workmen. On his attention being drawn to a calculation roughly made that to pension off the aged and incapable would cost the country at least from 30 to 50 millions a year, he replied that it must come from the general taxes of the country, not from the rates, because the poorer districts would be congested. It would involve a reorganisation of taxation. Instead of the boundaries being so narrow that each particular congested district had to bear its own expenses, they should be so extended that every district should bear its share. The ground landlords might well bear the brunt of it, and a graduated income tax assist (3707-24).

Reorganisation of taxation.

Arbitration boards. As regards arbitration boards the witness was of opinion that there should be somebody elected to confer, to interfere in a manner with all disputes; a ministry of labour, a State Board of Arbitration; and the men should be bound, as well as the employers, by any suggestion of settlement that the Board might make.

Ministry of labour. He believed that if in this country there was a bureau of labour, a ministry of labour, and an arbitration board, half the difficulties of the workmen would be removed and many of the prejudices of employers. In every district there should be an authority collecting data and having to do actually with the working life of that particular district or locality.

Employers' Liability Act. At present there is no redress. In many cases technicalities have arisen that have given the employer the benefit in most cases of insuring himself out of the Liability Act, and he has no direct concern as to whether his gear is sound or whether there is effective control or provision. Inspectors should be appointed (3615). If the Employers' Liability Act could be so amended that the poorest man would be able to get redress, or at least get an inquiry and a judgment from a responsible legal official, it would be more satisfactory to the men all round (3619). What was wanted was an impartial tribunal at which

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an employer who is dishonest or dishonourable could be brought to book (3629). Thus, when once an arrangement had been made, for instance, as to the rate of wages, a tribunal should be authorised to see that there is no departure from it on either side for an indefinite time, unless difficulties arose, such as a trade falling off or a market becoming lowered (3630–8).

Nature of dockers' labour.

The witness denied that dock workers differed in kind from other workers. They were in fact recruited from other trades in consequence of the over competition in other trades. Neither had they any peculiar liking for casual work bringing high pay for a portion of the year and nothing or little for the remainder. The exigencies of the shipping trade and the present commercial system were the cause of dockers being willing to work very hard for very high wages for a short time. They would readily earn equal wages by work spread over a longer time (3649). Any unsteadiness of habit among them was a physical result of the irregularity of their labour, but make that labour more regular, spread it over a longer period, and they would become as steady as anyone, and steadiness of work meant steadiness of habit and sobriety as well, but when men are employed for a dozen hours one day and then are three or four days without work, bad habits are formed (3651). People who get into irregular habits, and who spend rather unwisely their earnings got by a small amount of work, change their habits rather rapidly if they get regular work (3652). The first temptation that comes into the minds of men disappointed of work and who go without food is, when they handle money, to get something in the shape of food, and in all probability in the shape of drink (3654).

Allowance for accidents.

With reference to the action of the Joint Committee of the Dock Companies in giving allowances in cases of accidents, the witness stated that such allowances were only given while the injured worker was actually suffering, but if a man recovered, although physically incapacitated for work, it was discontinued (3679).

Permanent men.

The witness was of opinion that if the dock authorities could and would settle on a certain number of men as available for employment, that would go a long way towards stopping the constant influx; but he doubted whether the companies were in the position to guarantee work for a large number of men. The work was of so fluctuating a character that they might require 4,000 one day and 15,000 the next; so that unless they could be made responsible for the difference between 4,000 and 15,000, it would be an advantage to them, because they could introduce fresh men constantly, and it would be for their benefit to have a drifting number of men going to the docks, so that those in would be anxious to keep their places, and those out anxious to get in (3684–7). An employer should so arrange his work as to have as many permanent men as his business would admit of, but he would not do so as long as he could get them outside (3741). If conferences with employers were more common many difficulties could be overcome (3752). By employing men permanently a better class, physically speaking, of men would be put to the work than the men employed casually (3764).

Co-operative system.

The witness did not object to the co-operative system provided the men had something to do with it. The difference between the contract and co-operative system is that in the former the sub-contractor undertakes to do certain work for a certain sum, he decides how many men he will employ, and he collars as much as he can, but the latter system is something done by a number of men, who appoint one of their number to act for them and share alike (3783–5).

He also stated that he had had eight years' experience on the piece-work or the co-operative system, and had earned at times 3*s.* 6*d.* an hour, where his regular money was only 5½*d.* or 6½*d.* He had to work hard for it, and the work required dexterity and quickness. He had never known any real grumbling among the men as long as they knew that each was trying to do his best, especially in a place where the men had got from the heavier work to the lighter (3790,. What men disliked was being called on for the heavier work and then being dismissed and fresh hands called to do the lighter work.

This witness confirmed most of the evidence already given (3613, 3640), but he desired it to be understood that the suggestions made were simply to his mind palliatives to bolster up a faulty industrial and social system (3660).

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Dock strike of 1889.

The dock strike of 1889 was for an advance of wages and for regularity of work, to have some definite time, four hours at the least, during which the men should be employed (3856). The Union had frequently before that approached the dock authorities, but it had always been ignored; if it had not been, the strike might have been prevented (3858–67.) It was not until the Tilbury strike that they ceased to ignore the men (3867). The Unions claimed through their officials to have direct representations to the employers, that being the best way to avoid strikes. Many workmen have been and still are "spotted" for having insisted on their right to examine the accounts when working by the piece. Some responsibility ought to be thrown upon the dock company making them liable to some heavy fine where accounts are withheld or are false. The men have a right to have the accounts put up in some conspicuous place that each may be able to look and count up for himself (3870).

Relations of dockers and dock authorities.

Immediately after the great strike, and for 12 months, the relations between the dockers and the dock authorities improved: it was chiefly with the irresponsible subordinate officials that troubles arose. The docks have admitted the men's claim to 6*d.* an hour, to four hours' minimum employment, and to the right of representation since the arrangement. With the exception of the four hours' minimum, which has been now and then passed over, the docks have generally held to it. They have not, however, carried out the settlement in so far as they close the books against the men (3877–8). Although the settlement was not for a definite time, no portion of it should have been altered until opportunity for discussion and due notice had been given of the desire or intention to change. So far as the change itself went the men had no particular objection to it or might not have had, but no opportunity for discussion or notification was given (4032–41, 4069–78).

Co-operative system and dock authorities.

From the commencement the dock companies did not favour the co-operative system. The witness contended that if this system was extended to the docks that it would employ more, and that it would pay them better (3887). It would do away with middlemen and lessen the need for the municipalisation of the docks, and also throw the responsibility of the work on the men and cause them to take a greater interest in it (3887–9, 4071).

Overtime.

The witness did not think it possible to abolish overtime beyond eight hours per day or 48 hours per week, but instead of having overtime relays of workmen might be called in and the night work be abolished. At the same time in cases of emergency or exceptional cases it might be allowed (3911–8, (3961–8). He considered that if 48 hours were established it would steady employment. It would also mean that 25 per cent. of the casual labourers would be absorbed. At the present moment numbers of men work night and day, making the casual's position very bad indeed, much worse than one could have hoped for after such a strike (4055).

With regard to the authority which should determine whether the emergency or exception justified overtime, it might be by way of an arbitration board, composed of working men and their employers. Such arbitration boards might be constituted for each district with sections of standing committees to deal with the different specific differences between employers and the employed. By exceptions to the rule of the eight hours a day or 48 hours a week, the witness meant accidents; in other cases of non-compliance he recommended punishment by fine upon both the employer and the employed (3966–83).

The witness stated that he was hardly prepared to recommend the licensing system, as he did not believe in making a union a guild or close corporation (3919–20).

A fixed minimum wage.

He would like to see a minimum wage fixed such as would insure an ordinary standard of living to the workman, but it should not be fixed by the State for the whole country, because a minimum wage in London of 25*s.* might not be equal to a minimum wage of 15*s.* in another place (3922). The employers would not consent to the fixing of a maximum wage, nor was the witness inclined to it either (3924).

A fixed maximum wage.

Ministry of Labour.

Mr. Tillett was in favour of a "ministry of labour" in the direction of arbitration, and a body, such as that representing the Trades Union Congress, to have a

voice upon that ministry, so that all factory laws in the committee stage should receive what suggestions the officials of the Trades Congress might forward (3930). He was also favourable to a State board of arbitration in each labour district, with such compulsory power as will bind the two parties honourably to an agreement, and where there was a flagrant departure, compulsory power should be given and exercised by the Board by way of fine (3615, 3930–3, 3977–83).

The Shipping Federation.

Like other previous witnesses Mr. Tillett declared that the object of the organisation of the Shipping Federation was to boycott unions in connection with the shipping trade (3936), in other words "to smash up the Seamen's and Firemen's Union," and to lower the wages of seamen, to employ foreign workmen, or casual workmen, or outsiders, non-unionists, &c., to introduce "new labour into particular districts and "to carefully honeycomb the unions and to prevent "them from getting a chance" (3953). They have reduced wages in Cardiff, Newport, Swansea and other places. In Cardiff wages have been reduced by 10*s.* or 15*s.* They have gone to places like Antwerp and shipped sailors there for 3*l.* or 3*l.* 5*s.* a month, while the rate of pay in England is 4*l.* 10*s.* or 4*l.* 15*s.* (3954–60). What led to the formation of the federation was 'the combination among the men who were 'exacting of the shipowners a little more than they 'liked to pay—more than anything a standard rate 'of pay—the employment of Englishmen first, 'foreigners afterwards, and union men above all' (4009–12). It was only when a standard condition of feeding and wage was exacted and demanded of the shipowners that then the owners felt the necessity (4017). (*But see questions* 4928, 4939, 4953, 4983, 5096, 5239, 5248, 5275, 5342, 5356.)

Municipalisation of docks.

Mr. Tillett thought that if there should henceforth be established a thorough-going co-operative system, there would be less need for the municipalisation of the docks (3890). He should prefer that such municipalisation should be optional rather than compulsory, so that it might happen that one dock would be working under municipal control while another was controlled by private persons If, however, a district desired to take over a dock, it should have power to compel the sale and purchase (3892–6), and when once purchased it should not be competent to the vendors to invest the purchase money in the making of new docks for competitive purposes against the municipality (3899). The purchase money should be loaned by the State to the municipality, and repayment be made by the ratepayers, so that the latter would only be burdened with the interest and not with the finding of the capital (3901–2). The Swansea Harbour Trust, the profit out of which goes to the Swansea Corporation, works well, and the men are satisfied (3985–90). From what the witness knew of unskilled labourers they were generally satisfied with the work under public authorities. It was only in the skilled trades, where the Government were the sweaters or underpay, that dissatisfaction existed, as, for instance, in the Woolwich Arsenal Small Arms Factory, and in the Government dockyards, where men received 1*l.* a week against 36*s.* in private ship yards (3991–2). There is no popular control, while such as is exercised through Parliament is spread over such a wide surface that there is no completeness about it. His reason for suggesting the municipalising of the docks and other industries is that the men or the populace should have some control (3993–7). He hardly cared to enter upon the question whether the Government or other public authority should become the universal employer of labour or not; it is not yet within the range of practical politics. He thought that Parliament should make itself alive to its responsibilities and do its duties to its employés, and he hoped that the workmen would return to the next Parliament the representatives of those who work (3998–4002).

The witness doubted much the correctness of a return presented to Mr. Ismay, of some casual men taken on each day as required for loading cargo, from the 13th of June 1890 to 9th of June 1891, showing 34,000 men employed, working 311 days, the average of men working per day being 112, and the average of wages earned being 2*l.* 8*s.* 11*d.* per man per week. This return applied to stevedores rather than to dock labourers (3942–8).

MESSRS. CRIDGE, WELCH, AND DONOVAN.

The other three witnesses, the first a stevedore, the second a dock labourer, and the third representing a small society called the Ballast-heavers' Society, appeared to give evidence, not so much on the conditions of their labour or callings, as to call attention to the neglect of the Trades Union officials, their partiality to some callings over others, and to the want of more effective representation on the United Labour Council of some of the unions.

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Object of the Stevedores' Union.

Mr. Robert Cridge stated that the object of the Amalgamated Stevedores' Union was mainly to bring the employers a little closer to the actual workers. Before 1872 they—the master stevedores—were a band of tyrants and did not treat the men fairly; they had been drafted from the ranks and were tyrants. Now that is a thing of the past. The nine hours a day and increased wages have been granted, the shipowners and brokers supporting the demands (4085–8).

The Stevedores' Union and the dockers' strike.

The Stevedores' Union was in sympathy with the dockers' strike because it knew of their sufferings and condition (4094), but not with that of the National Seamen and Firemen's Union, and refused to comply with the order of the United Labour Council to turn out in sympathy with Union (4097, 4242). The manifesto issued was a wild one (4253); of the 13 branches of the Society (*i.e.* the Stevedores'), only three were consulted (4252), and when it came out the mass of the men refused to obey it: some men were tampered with on board the ship "Beatrice" in the Victoria Dock on the 17th of February last. Mr. Walsh, the London district secretary of the Seamen and Firemen's Union paid those men for leaving the ship against the orders of their own Council (4241–52).

The co-operative system.

The witness, as a foreman stevedore, was in favour of the co-operative system. The subject was introduced at the club, but talked out mainly on account of a prejudice against those who introduced it, who had no plan prepared, and had no idea how it was to be carried out. He thought it might work beneficially, but the men must be educated up to it first. He was prepared to go into the question when every foreman, every donkey engine-man, and every member of the Society will be employed by his own Society, and take the whole of the stevedore work (4283–6). There are a few gangs working on a co-operative system, but it is of no benefit, because they earn a large wage to the detriment of others. He did not think of the Union to be used for the advantage of a few. The promoters would not listen to the whole of the Union undertaking the work, throughout the Port of London; they wanted a little bit piecemeal and the men objected to it (4287–9).

The dockers and the stevedores.

The flooding of the unemployed at the dock gates did not materially affect the stevedores; when he, as foreman, was ordered to do a job, he went to the gates and selected his men—stevedores, not casual dockers—taking the Union men in preference. The wages are 8*d.* and 1*s.* overtime, fixed by the Union in 1872 (4197–8); prior to that, the rate was 4*s.* for 10½ hours' work. Still there are more men than can be employed, and what is true of the stevedores is still more true of the dockers (4216). He did not see any way of making the work more regular, or bringing more work into the port; but under good management the Union might and ought to prohibit Jack and Bill earning more than an equal share (4230).

The dockers and agricultural labourers.

As regards the dockers, their position will not be better until agricultural labourers and others are kept away from the docks. They come now in droves and snatch the work from the *bonâ fide* docker, the real truth being that there is an excessive supply of labour far beyond anything that the demand ever reaches to (4336–44).

Result of Dockers' Strike in 1889.

Mr. James Welch, a casual labourer at the docks, declares that the condition of the dock labourer is worse than it was before the strike, and for that reason he wishes to give evidence. Whatever the permanent men may have gained the casual has lost (4395–404). It is true that for the first 12 months after the strike the casual was better off, and, had the plan then followed been maintained, he would still be better off; but through the bad policy of the Dock Union leaders it has fallen through, four men now are obliged to do the work which six used to do; of course, this suits the dock officials, but if the Union officials had been active and vigorous this would not have happened. They went in amongst the men and passed the word, "Keep quiet, keep quiet," and the men have become the victims. If the unions were originally justified in

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the action they took before and after and at the time of the strike, they are not justified now in their pacific policy: instead of inciting the men to take active steps on the 4th of November 1890 the officials actually did the reverse (4411–8). He complained bitterly of the men—leaders—who played with the people, to bring on a great strike, a revolt of labour, with the sole intention of bettering other sections of workers at the expense of the casual labourer (4440–1). What is wanted is a true representative spirit in the Dockers' Union to all classes alike (4508). He objected totally to the co-operative system as carried on at some of the docks (4527).

Co-operative system.

Practical suggestions.

Mr. Cornelius Donovan represented the Ballast-heavers' Protection Society, numbering 126 members. First, he wanted the ballast barges to be weighed and marked, so that with every ton of ballast that went into the barge, the barge would lower, and with every ton that came out, so she would rise, and then the ballast-heavers would see at once what amount of tonnage they had done and what pay they were to receive, and thus prevent themselves being cheated. Shipowners often pay for so many tons while the actual workmen are paid for much less. The heavers did at one time, when a labour committee sat at the "Wade's Arms," succeed in getting an arrangement made, but from that day to this it has not been carried out, and the men lost their opportunity (4534–41). For "baulkage," as it is called, that is loss of time waiting for ballasting a vessel, or taking ballast out of a vessel, the ballast-heavers are entitled to 2*s.* 6*d.*; but in nearly every case there are difficulties raised, and it is a source of continual dispute. The only remedy is a county court, but a labourer cannot afford to waste a day or more in taking out a summons and attending the court, and perhaps lose a job which may mean a 15*s.* wage, or with night work 25*s.* or 30*s.* (4542). Heavers were in favour of arbitration and conciliation (4546). The average rate of wages when at work was 14*s.* or 15*s.* a day (4554). The men work in gangs of seven men. It ought to be arranged that the ganger who turns the basket, and is therefore always at the top, should see the note or weight which the shipowner gets. Some Norwegian vessels carrying firewood from the Baltic agree with the ballast-masters to put their ship down to a certain mark for a lump sum. In that case there would be a difficulty (4559). A rule is under the consideration of the society which provides that where a man works a night he shall not continue to work on the following morning, but be relieved by another gang (4579). It is impossible to give any average of the hours that heavers work (4574).

Arbitration and conciliation.

Hours of heavers.

Mr. WILLIAM EGERTON HUBBARD.

Chairman of the Joint Committee of the London and St. Katherine and EastIndia Docks Company controlling these docks, also the Royal Victoria and Albert Docks and the Tilbury Docks, and the uptown warehouses in Cutler Street, Commercial Road, Crutched Friars, and the East Smithfield Depôt, detailed the changes which, under the pressure of the Unions and of public opinion (4856) had been made in the management of the docks since the autumn of 1889.

Capital invested in the docks.

He stated that the capital invested in the docks was 16 millions and a half, and that the tonnage annually entering the docks amounted roughly to four million tons borne in 4,000 vessels. The goods in the London and India Docks amount to about one million tons, and the average stock of goods in the same to 280,000.

Departments of the docks.

The docks are divided into 47 departments. There are on the salaried lists:—

Administrative officers - -	218
Salaried clerks - - -	546
Clerks on wages - - -	438
Foremen - - - -	572
Weekly servants, including 303 police and dock-masters' staff - -	1,438

Labouring Staff.

Permanent labourers - about	1,750
Class A. - - ,,	1,000
,, B. - - ,,	2,000
,, C. - - ,,	1,500

Labourers.

Making a total of labourers usually employed of a little over 6,000: the actual figures are 6,121, of whom about 2,000 are casuals. The total staff of officers and labourers is 9,333 (1583, 4902).

59 per cent. of dock work is piece-work. Docks, &c.
41 ,, ,, day work.

	£	s.	d.
The average wages paid per week for piece-work are - -	1	10	9
The average wages paid per week for day work are - - -	1	5	5

Wages

In classes B. and C., including those who are employed for only one or two days in the course of three months, the average wages may be taken at 17*s.* a week, and omitting those who are employed only a few days in the course of one month out of three, the average wage would be about 19*s.* 2*d.* a week (4595-6).

Mr. Hubbard attended to the evidence of a previous witness of the name of Salter, who stated to the Commission that his wages were only 10*s.* to 12*s.* per week, observing that Salter was secretary to one of the branch Unions, and only presented himself for employment occasionally, and since January he had only earned at the rate of 8*s.* a week (4597). Wharfingers had also informed the witness that the average wages of men in regular employment would run from 25*s.* to 30*s.* a week (4600). Foremen and clerks average 31*s.* a week, the first class getting from 44*s.* to 50*s.*; the second class from 28*s.* to 42*s.*; the third class from 32*s.* to 36*s*; and the fourth class a fixed wage of 30*s.* (4522).

Since the strike these officers have received an advance averaging 2*s.* 7*d.* and 2*s.* 6*d.*, and several have been promoted. The witness Horton, who stated to the Commission that no increase had been given to the foremen, received an increase of 2*s.* 6*d.* from November 1889, sick pay from September 1890 to March 1891, and a gratuity of 21*l.* when he retired from the fund to which he had contributed 7*l.* (4623).

Sick pay.

There is also a superannuation fund to which the members of the staff contribute 2½ per cent. of their salaries. The extra or casual labourers do not contribute to this fund, but the permanent men are entitled to an allowance varying from 6*s.* to 12*s.* according to age or service without any deduction from wages, under the new arrangement which came into force last year (4619–21, 4718–21). If dismissed for a gross fault, they get no allowance; if they resign, they get half their contributions returned to them (4722–33).

Superannuation.

The employment at the docks is extremely irregular on account of the uncertain arrival and departure of vessels, but steamers, especially the large lines, are making work more regular. (This witness handed in a set of diagrams showing the fluctuations of the labourers week by week during the past year (4584).) There is also a considerable variation in the number of men employed, sometimes over 7,000, sometimes under 5,000. (Here witness gave some particulars about the trades in which the variations are the greatest.) Wool is sold at five sales in the year, each sale lasting from three to five weeks; during the sale the number of men employed is 1,000 or 1,100, who earn high wages. In the intervals of the sales 300 or 400 men are sufficient for the work of this department. 200 out of the extra 1,000 come from other departments of the docks: at the wharves and warehouses it is the same; they come from one place to another where work is offering (4587, 4822–4).

Irregularity of employment.

In the Tea Department are 540 men, of whom 230 are permanent, and the other 200 get about 10 months' employment, and the last 120 about eight months' (4588).

It may be said that 1,015 labourers (Class A.) are in full employment all the year, 1,750 (Class B.) get four-fifths of full employment, 876 (Class C.) get two-thirds; and the remainder get about half employment; but then these may get work at either departments or from employments the docks know nothing of (4590). It is to be hoped that after the officers take better to the new system, the labour will be more regular (4592).

Instructions have been issued to reduce the number of casual labourers and get as much permanent work as possible (4593).

10 per cent. out of Class B. fail to put in an appearance for work; and of Class C., 30 to 40 per cent. Good men earn very high wages at the several sales, and this may induce them to take holidays now and then; a considerable number are costermongers during off time, and many are engaged in other trades (4592, 4847–51).

The hours of work are practically fixed by the Customs— seven and a half per day in summer, and six and a half

Hours of work.

Docks, &c.

in winter, deducting half an hour for dinner. It happens occasionally that men work for 12 hours. The witness estimated that in the London Docks not more than 3 per cent. overtime is done, and the average time employed is not more than 14½ hours.

Overtime.

The difficulty in stopping overtime is from the shipowners, as they do not like discharging men in the act of discharging a ship, as the men know the stowage and the marks of the goods; the men also do not care to have another gang interfere with their job. The docks would be glad to keep overtime within as narrow limits as possible (4604–5). The overtime of the permanent labourers complained about by Mr. Tillett and other witnesses is not really overtime; the half hour they are employed after 4 p.m. is in reality part of their eight hours exclusive of meals. They come to work at 8, have half an hour for dinner, and therefore it is within their contract to work until half-past 4 (4631–2, 4675–6). Where real overtime is required, the permanent or preference men would get the preference, being the picked men in the dock. All workmen collectively abuse overtime, but individually all seek it (4678).

The pressure to work overtime does not in the dock case come from the workmen, but from the customer from causes generally good and sufficient—the necessity of getting ships away in time of getting goods in time for the ship in the anxiety of customers to receive their goods and so on (4678–81). The extra charges which a shipowner has to pay for overtime are sufficiently heavy as it is. They are various, and might amount in all to four or five guineas an hour. They could hardly be increased (4684–94).

Ordinary strong men could work easily 10 hours a day; where they work by the piece they can regulate their own time (4745). There is a tendency in men working by the hour, say at 6*d.*, to slack off when they think they have done 6*d.* worth of labour before they begin another hour; the foremen frequently complain of this habit (4698–9).

Piece-work.

For this reason the employer prefers piece-work. A subsidiary agreement to the Mansion House Agreement was entered between the witness and Mr. Mann to regulate the working of piece-work. That arrangement did not work well; it was not genuine piece-work, because the men had no interest in the despatch of business. After a year's experiment it was put an end to (4608–12, 4772.) The Mansion House Agreement provided for 6*d.* an hour as a minimum and no pay for meal time for day workers. When the contract system was reduced to a piece-work system, payment was also made for meal time. As

The Mansion House Agreement.

the witness construed the Mansion House Agreement the dock was justified to change the system from piece-work to day work as was thought fit, especially if either system failed (4778–86).

The witness was anxious to introduce a system of genuine piece-work, but the minimum wage of 6*d.* an hour led to an unsatisfactory performance of work. The new system got to be called a co-operative system, but it was really a contract, pure and simple, between the dock company and the men's representative, by which the men agreed upon a price for doing a fixed amount of work, and to stand or fall by it. It still

Co-operative system.

prevails among a material portion of the men now working at the Victoria and Albert Docks. In the India Dock the men, with one exception, unanimously refused it. As the system of spurious piece-work was acknowledged on both sides to be unsatisfactory, and the men refused to accept a system of genuine piece-work, the dock company put them on day work, and ultimately offered them a plus as an inducement to do better work (4786). One cause of the failure of the piece-work proposals of the summer of 1890, was the insertion of the paragraph that 'no restriction was to be placed on the con-' stitution of each gang by those associated in the ' work.' The witness was impressed with the seriousness of the claim and recognised it; but on the

Why abandoned.

31st of October, a letter was sent from the Dock House to the effect that the agreement was to be made with the gang as a whole, and no representative or leader would be recognised except in matters specially defined, and that the committee reserved to themselves the absolute control of all the work by their officials. This was the departure complained of. The reason, however, why the dock company retraced their steps and retained the absolute control in their own hands was because, at a meeting held on Tower Hill, the unionist officials and speakers advised the men to "leave the freemen alone for a time, until the "co-operative system came into full force, as then "they would be masters of the situation, and "having the full control of the work they could "effectively deal with the freemen." The only way in which this could have been met was as follows. If the labourers who accepted the co-operative system evinced a disposition to block all non-unionists, gangs of free labourers could have been formed, and a share of the work given them, and this might have led to greater troubles and grievances. The scheme eventually laid down was accepted in several places in the Victoria and Albert Docks, and was worked with considerable advantage to both the men and the company. It was intended to put it into force on the 1st January 1891 at the India Docks: the men, however, wished it to be introduced earlier, and when January came, they refused to accept it. It was also not accepted at the London Docks, and day work in these cases resulted (4788–800). There being an insufficiency of men willing to accept the terms then offered—*i.e.*, the terms to the permanent men—some 210 strangers were introduced, but no strangers were introduced in classes A., B., and C. (4802–18). (*See* Letter from Mr. Hubbard supplementary to 4818, on page 225.)

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The dock would be quite willing to change the gangs every ten hours, but the shipowners would probably object, and, to a certain degree, the men also (4910).

Black list.

Mr. Hubbard stated that there was no such thing actually as a "black list." In cases of gross misconduct the names of the offenders may be circulated through the other departments of the same dock, but they are never circulated among other employers of labour (4613).

Inspection of machinery.

Accidents, of course, happen where many thousands of men are engaged in work which involves risk, and in the moving of heavy goods, and in all work connected with ships there must be many unavoidable risks. Nine accidents in the last 12 months were fatal; two resulted in loss of limbs, 30 in broken bones, and the remainder were slight (4614). The gear was carefully inspected. There would be no objection if inspectors like factory inspectors were appointed. The witness could not say how such a system of a Government inspection would affect the liability of the companies (4615–8, 4705–13).

Foremen and the Dockers' Union.

Foremen had been forbidden to join the Labourers' Union, for the reason that if they were subject to the same authority and liable to the same rules as the men under their charge they could not exercise a proper supervision. There was no objection to their belonging to a Foremen's Union (4629).

Free labour and the Dockers' Strike.

It would have been difficult by the means of free labour to have defeated the strike because the docks extend over such an enormous area; six or seven thousand men could not have been kept within the precincts of the docks, neither could police protection be given to them (4918). The superintendents of the docks object to the permanent labourers on the ground that they get much less out of them than out of the other labourers. The permanent men feel fairly secure in their position and do not exert themselves so much as extra men would (4674).

Dock police.

On the subject of police, there appear to be 303 men employed to police the docks, appointed by and in the pay of the docks (4583). Mr. Laws, the manager of the Shipping Federation, on the ninth day of examination, testified to their utter uselessness in maintaining order in the docks when there was any trouble, or in protecting the free labourers and seamen in the docks (4957*a*).

Mr. GEO. ALEX. LAWS.

The Shipping Federation.

Had been a seaman and managing owner of steamers; is general manager of the Shipping Federation.

Its nature.

This Federation is a limited company and incorporated. It is not a trading corporation, but a simple federation of steam and sailing ship protecting and indemnity associations, steamship companies, and shipowners.

About 25 associations, companies, and firms are affiliated, representing about seven million tons of shipping, or about seven-eighths of the total tonnage of the United Kingdom.

About 2,000 ship owners are connected with it, also 200,000 sailors, and about the same number of working men.

Docks, &c.

Its objects.

The objects of the Federation are to maintain liberty of contract and to resist the new union methods of coercion, more especially the tactics adopted by the National Amalgamated Sailors and Firemen's Union, generally called Mr. Plimsoll's Union, or the Sailors' Union, whose instructions to members are entirely subversive of discipline in the merchant service, and have resulted in a degree of insubordination seriously menacing the security of life and property at sea.

The witness handed in a synopsis of the articles, and a circular dated 20th October 1890 (4918–26).

Not opposed to trades unionism.

The Federation is not opposed to the principles of trades unionism as they were formerly understood, does not seek to reduce wages, and its powers have never been used for that purpose. Freemen and union men have equal rights in regard to employment with all the members of the Federation (4929). It has at present 13,000 members of the Sailors' Union (5342).

Necessity for the Federation.

The necessity for federation was first felt early in 1889, the demands of one Union—the Amalgamated Seamen's Union—becoming so unreasonable that combination was necessary to resist improper interference. A circular was issued requesting shipowners to warn their masters, officers, and engineers against being coerced into joining the so-called Union of Shipmasters and Officers or any society not under the control of its own members, but to encourage them to support the well-established and independent unions or societies of masters and officers. At this time the secretary of the largest Seamen's Union was appointed manager of the so-called Union of Shipmasters and Officers, and he was to have the entire working control and supervision of the Union and its branches as fully and as effectually as possible.

The method adopted by the delegates of the Seamen's Union was to call out the crews of any steamer on the point of sailing, unless the masters and officers would agree to become members of this new Union, controlled by the secretary of the Seamen's Union.

This latter Union had also arrangements with the Dockers' Union at several ports, by which it was agreed that dockers, lightermen, and others should strike against all vessels of which the officers or crew were freemen; also to strike if the cargo was tallied out by officers of the vessels, and not by tally clerks, members of the Union. The consequence was that many union crews and union dockers refused to work, unless the owners would sign agreements not to load or discharge at certain ports where free labour was employed. (*Circulars put in.*) In some cases union men have refused to assist in the salvage of stranded vessels where non-union men were employed. The case of the "Malvina" affords an instance (4930–9).

No disputes occurred about wages or provisions (*id.*).

The avowed object of the interference of the Amalgamated Seamen and Firemen's Union was that none but union men should be employed in British vessels, and eventually that none but members of the Amalgamated Union should be employed as seamen.

The witness handed in a book describing the general scope of the Federation's operations, referring specially to p. 27.

In further explanation of the necessity for the formation and energetic action of the Federation he stated that the Seamen's Union had established a system of pickets outside the shipping offices at all the large ports, and no seaman was allowed to approach unless he could show his union ticket. Intimidation and violence were openly resorted to, and seamen were assaulted and robbed of advance notes, the union fees being extorted in the same way. Witness here gave a typical case (4940–4).

Intimidation by the Seamen's Union.

Steps were at once taken by owners to ship their men on board ship under the Board of Trade authority, and registry offices were opened and maintained at all the principal ports. Register tickets (badges of slavery) were issued to men. (Witness here drew the attention of the Commissioners to the rules printed on the reverse side of the tickets.) (4945.)

Federation tickets.

Provided a man agrees to sign articles in accordance with the Merchant Shipping Act and to proceed to sea notwithstanding other members of the crew may or may not be members of any Seamen's Union, it matters not to the Federation whether they belong to a Union or not (4946–7). The Federation does not employ men who do not produce this ticket, which must be renewed every six months or if at sea as soon as practicable. This ticket, for which a fee of 1*s.* is charged and 6*d.* on renewal, also entitles the owner to membership in the Amalgamated British Seamen's Protection Society. This was done at the request of that society, which was an old society, having been registered in 1872. The secretary of this society is Mr. Lind, who is the superintendent registrar for the port of London. The fees mentioned are kept in a separate account to form a benefit fund (5100–41).

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The witness gave a detailed account of several strikes fomented by the Seamen's Union between September 1890 and April 1891 (4948–57*a*).

The "Wade's Arms" manifesto.

On the 5th of December 1890 a manifesto was issued by the United Labour Council, sitting at the "Wade's Arms," ordering, 'That in consequence of the ship-
'owners of London having broken through the
'custom of shipping crews at shipping offices, and
'decided to sign on board ship to the detriment of
'unionism generally, all workmen were to abstain
'from any work conducing to the sailing of the
'vessels of Messrs. Shaw, Savill, and Company,
'New Zealand Shipping Company, and the British
'Indian Steam Navigation Company, until these
'companies gave an undertaking to sign and dis-
'charge their crews at the shipping offices on shore,
'and employ no one except members of the Sailors'
'and Firemen's Union.'

These lines, the finest passenger lines out of London, applied to the Federation, and posters were posted over the city of London and the docks (*one handed in*), stating, 'That, until a better spirit prevailed in
'the Unions, the system of signing on board would
'be continued, and that owners would not consent to
'engage members of one particular Union to the
'exclusion of others. That all qualified seamen,
'union men or not, could sign articles, preference
'being given to holders of certificates from the
'registry offices, which could be obtained by any
'seaman, except foreigners, who must show service
'of four years in British vessels (4954). The strike
'was thus utterly defeated (4955).

The strike defeated.

The Stevedores' Union.

The Stevedores' Union of the port issued a notice (*put in*) calling on their fellows to abstain from working on all ships after the 25th of February. The good sense, however, of the men prevailed, and they continued working, the fact being that however willing to come out when there is a question of wages, they are not anxious or even willing to do so in so-called "on principle strikes" or "sympathetic strikes" (4956).

Strike at Dublin.

Only last month, the 18th of June, the Dockers' Union in Dublin refused to discharge "original packages," that is, corn in sacks, but insisted that the corn should be emptied into the hold in bulk and the dockers re-sack it. Ten days later on a Federation vessel arrived, and the Union insisted on having a third tally clerk, which was refused. The Federation then took up the matter, and it was on the eve of settlement, the Union giving in, when a strike was determined on a promise of assistance from other Unions. Free men were sent to do the work, and then commenced a series of sympathetic strikes. Corn porters, lightermen, railway men, the bakers and the millers came out. The latter are still out, all the rest have given in. On the 13th a similar case occurred at Bristol and failed. Freemen are employed, and Union men continue to work (4957*a*).

Wages, provisions, &c.

In nearly every dispute in which the Federation had intervened the aggressive action was initiated by the National Amalgamated Union; the questions generally were not with regard to wages or provisions (4939).

The witness suggested some alterations in the Merchant Shipping Act of 1854.

Merchant Shipping Act alterations.

Provisions against crimping.

The law as it at present stands is that the owner himself may engage a seaman, or the master or mate, and that the ship's husband or some person "who is *bonâ fide* "the servant and in the constant employ of the "owner" may also engage a seaman. It is suggested to eliminate the words "in the constant employ of "the owner" and substitute the word "agent" for "servant" (4957*a*–60, 5442).

The witness when asked (5381) if he objected to the Unions having the privilege of appointing agents to engage men said 'yes, every objection on the ground
'that the Unions were not the employers of the sea-
'men, but the owners were'; they had ships to navigate and required competent men; all they asked was to be allowed by fit and approved agents to seek for them (5380–9). What is wanted is the

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simple power to engage men at another port through agents, which cannot be done now. (Here witness handed in a legal opinion on the subject.)

The only other mode of affording the relief asked for is, that the Board of Trade should license a certain number of the registry offices of the Federation, or appoint officers of their own to be paid by the Federation; but the Board declines.

Other alterations.

Another suggested alteration is as follows. There is a provision in the Merchant Shipping Act of 1880 preventing any one but an authorised person going on board a ship on arrival. The witness desired that this prohibition should be extended to vessels leaving a port, and power be given to a master to clear his ship on the eve of leaving of all persons he objects to (4961. *See* sec. 5 of 43 & 44 Vict. c. 36).

Picketing.

Also as regards picketing, the witness mentioned many cases, and offered to produce many more, in proof of the evils attendant on the system or practice of picketing. Brutality and violence were common, and so was the system of "organised intimidation" without the threat of actual violence, although such violence always followed if the intimidation was not successful. He suggested that it should be made illegal for men to assemble in crowds in the neighbourhood of shipping offices for the purpose of observing those who go in, though no actual intimidation takes place; and also that no one shall be allowed to picket the ships themselves (4967–71, 5174–85).

Moral intimidation to be made illegal.

Merchant Shipping Act and advance note.

The witness also desired that the Act should be amended so that sailors who had signed articles and received an advance note should be by imprisonment punished for not proceeding to sea, in short, be deemed guilty of desertion. Previous to 1880 there existed a power of imprisonment for a seaman who was caught deserting in that way; he could be taken before a magistrate, and the mere fact that he was not on board his ship at the proper time, and had not sailed in her, was proof that he had deserted; but in 1880 the law was altered. It is, therefore, the witness urged, expedient that it should be again made law that a seaman not proceeding to sea after taking an advance note should be held guilty of desertion, and punished by a short term of imprisonment (4966–7).*

The witness summarised his suggestion as to the abuses of Unions thus: that the right of combination of trades unionists to monopolise the work of any district or of any particular employment should be subject to clearly defined limits, in the same way as a railway monopoly is defined; but in the sense, first, that it should be illegal to strike for the purpose of preventing free labour obtaining employment; secondly, that it should be illegal to exercise "a moral intimidation" for the same purpose; and thirdly, that it should be illegal to place more than three men as pickets at any one place, and that the assemblage of any large body of men should be considered as moral intimidation (4967). The definition of "intimidation" in the Irish Crimes Act was approved by the witness (4968–70).

The witness also suggested that it would be well to appoint a Government official to investigate disputes when a general strike or lock-out is threatened (4991–5).

As regards the assertions made by some previous witnesses "that shipowners had sent their ships to "foreign ports to engage seamen at lower wages," the witness stated that the strikers had driven away shipping from English ports to the injury, and perhaps lasting injury of English trade; instancing the Blue Anchor Line, that during the strike took not a ton of coal from England, but coaled abroad (5199–209). He absolutely denied that any had discharged crews and engaged foreign seamen at foreign ports except under the circumstances which were fully explained in the "Times" and other papers at the time, the witness having, at the request of the secretary of the Seamen's Union, himself made the inquiry (5290).

Wages paid by the Federation.

The Federation had always paid the highest wages. Although it is easy to get thousands of men from any part of England when it is a case of a "sympathetic strike," it is not at all easy if it is a "wages strike" (5347).

Port of London avoided.

The witness also stated that every vessel that comes into the port of London is loaded somewhere else, and every vessel that leaves the port is discharged somewhere else, and she is so loaded and discharged cheaper and faster and better than in London, and with fewer accidents, because there is less drunkenness abroad (5356).

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Mr. G. A. Laws was recalled to give some information to the Commissioners Messrs. Mann, Tait, and Austin. First, with regard to the arming of free labourers:—After full inquiry the witness had not found that any order of the kind had been given by any department of the Federation; probably his own order to keep the fire-hose in readiness had given rise to the rumour. Secondly, with regard to the "Glengelder" sunk in the Barrow Roads on the 20th December 1890, none of the crew were on board during the repairs; the ship was on time charter. The crew shipped were federation men; the dockers refused to work with "scabs." Free labour was introduced, and no officer told any of the crew they must take federation tickets. Third, no man on board the "Speedwell" jumped overboard on being refused leave to go on shore, but the secretary of the Sailors' Union came alongside out of reach of the fire-hose and begged them to do so, but they refused. Witness handed in the opinion of Mr. Harford, the secretary of the Amalgamated Society of Railway Servants, to the effect that after having heard the explanation as regards the federation ticket, about which the railway men at Cardiff threatened to strike, there was no ground of complaint, and not so much to kick up a noise about, the men simply signing the ticket as a pledge that they would work without reference to their being union or non-union men on board.

Arming of free labourers.

The case of the "Glengelder."

The "Speedwell."

He stated further that his answer (5290) to Mr. Tait was absolutely correct; there not being the slightest proof that any shipowner had sent abroad to ship crews at reduced wages (5417).

Mr. Laws handed in letters between himself and his agent in Dublin relative to Mr. Austin's action with regard to the Cork and Dublin strike, and a speech of the latter gentleman, also the instructions to the agent in Dublin in order to prove that everything was done that was possible not to disturb local labour; also three or four letters bearing on picketing and intimidation, at the same time suggesting that intimidation and conspiring should be properly defined in the Acts, so that such definition might be easily construed by workmen, employers, magistrates, and others, without the necessity of appealing to a full bench of judges (5418–9).

The Dublin strike.

Definitions of intimidation.

The witness drew the attention of the Commission to the rules of the National Federation of Trades Unions, and to the object declared therein, viz., "to "organise the working men in connection with the "shipping industries," and also "in the event of any "dispute in any trade connected with this Federation "to withdraw the other members of the Federation in "support thereof"; also to a speech made on the 13th January by the president of the Dockers' Union after the great strike, "And in three weeks' time he hoped "the dockers, gasmen, watermen, lightermen, stevedores, sailors, firemen, and other unions, would be "federated, and then they would put down their foot, "and say that they did not intend to work with non-"union men"; and further to a circular issued by Mr. Ben Tillett, the general secretary of the same Union, addressed to the shipowners of Cardiff, in which he says "we beg to assure you that we have in no way "authorised the exclusion of non-unionists from "the quays," together with a report of the opinion of the president of that Union when attending the meeting of shipowners, in which he inveighs against the "Wade's Arms" manifesto which suggested the same thing, *i.e.*, that unionists should not work with non-unionists (5419); notwithstanding which the same president goes to Cardiff to fight this battle, proving that it is impossible to know what the Unions really mean—outside, on the platform, one thing; face to face with the employers, another thing (*id.* and 5458–71).

Rules of the National Federation of Trades Unions.

Exclusion of non-unionists.

The witness further stated that the Seamen's Union had enrolled in their society 20,000 foreign seamen, in the face of the fact that there was not employment for all the British seamen, if even these foreigners were all sent back to their own countries; that these foreigners have a vested interest in the Union, having paid 20*l.*, 15*l.*, and 10*l.* entrance fees, and naturally wish to remain and get employment to work that out, the effect being that the British seamen who ought to be employed drift down to the docks and increase

Foreigners and the Seamen's Union.

* *Note.*—A seaman who deserts after being lawfully engaged is now, by the Merchant Shipping Act, punishable, but not by imprisonment.

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the already overloaded labour market. He stated also, that at Hull the federated Union had attempted to stop the trade of the port of Hull by preventing the crews of small vessels from discharging cargo—it being the custom for them to do so, the owners of these small vessels not being able to afford outside labour. In the North British newspapers there appeared a notice put in by the Sailors' Union—"Intending members are urged to hand in their "names as soon as possible, as it is the intention of "the Union to have every port closed to non-union "vessels as early as possible" (5420).

With regard to such a threat there was, the witness observed, but one reply; only two courses open, either to lay up a very large portion of British shipping, or else to imitate New Zealand, and declare that shipowners will not employ union men at all. The Federation hitherto had offered, from the beginning, to union men the same condition as free men (5422). No attempt had been made to discourage union men (5423).

Crimps.

As to crimps the witness stated that half the seamen, especially for sailing vessels, were supplied by these men in violation of the 147th section of the Merchant Shipping Act of 1854, exacting from them 5*s*. or 10*s*. before he allows them to find employment, there being no licensed men to supply seamen. If licenses were granted to duly qualified persons nominated by the shipowners and approved by the Board of Trade, the evil would soon cease, as the licensed officers would be able to go into the houses of the crimps and release the men who were detained there, even after having signed articles, with perfect safety, which no one dare do now for fear of the ill-treatment they would be certain to meet with (5425–33). The Unions do not need licensed officers, knowing the men, when they are members, seeking for employment; but there must be someone to supply non-union men. The witness handed in a letter written during the strike at Cardiff from Glasgow, showing that there were plenty of men unionists and non-unionists wanting employment who would willingly go to Cardiff, if they could evade the pickets (5434). All that is wanted is the right to supply. The men then must be engaged before a Government officer (5437). (*See* suggested amendment of Act, which, perhaps, might be made by Order in Council (5442).)

The "Eastern Star."

The "Eastern Star" was blocked by the Coal Porters' Union at the request of the Sailors' Union, because she had a free crew on board (5454–7).

Mr. THOMAS ROBB.

The Superintendent of Labour at the Shipping Federation, confirmed Mr. Laws' evidence as regards the "Wade's Arms" manifesto, and the counter manifesto of the managers of the British India Company (*handing in copies*) (5474–6). The Federation then took steps to introduce freemen on the 16th December 1889, chiefly seamen and fishermen from Kent; the "Scotland" was fitted out for 450 men; the men were put on three months' engagement, the first 100 at 30*s*. a week, with food and lodging. Riots took place. Seventeen convictions were obtained out of 23 cases of assault. Steps were taken for more efficient police protection, as the dock police were unable to afford any (5477–84, 5537–42).

Riots.

After the riots the stevedores published a manifesto on the 13th of February, the effect of which was to call out the stevedores and dockers in three companies — Shaw Savill & Co., New Zealand Company, and the British India Company. The Federation provided accommodation for 1,800 labourers. Since then a free labour office has been established in the docks; on its registry there are now 850 men, of whom 600 are permanently employed. No distinction is made between union and non-union men; the wages are the same as union wages (5485–92).

Daily payment of wages.

The witness disapproved of the daily payment of wages because it exposed the men to daily temptations (5493–7, 5551–65, 5618–23). Weekly men are a better class (5616–7).

Ill-feeling against free labour.

He thought there was still a great deal of ill-feeling against free labourers, although he thought the bulk of the men were anxious to free themselves from the power of the delegates (5498).

The Federation has as many men as it has work for. Union men are often willing to go over to some other place to oppose a strike. When the P. & O. men came out—they were earning on an average 2*l*. 8*s*. a week—the Federation immediately supplied free labourers who filled up the vacant situations (5499–504).

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Labour register.

The witness suggested that the shipowners ought to find out the number of men requisite for each dock, and keep an office there where these men could be had for any owner requiring them for a casual day's work, guaranteeing a week's wages, putting them on weekly pay when in work, and when out of work half-pay (5514). If this plan was carried out thoroughly it would free the docks from casual labour (5518). It would not interfere with the dock companies' work and in the end they would adopt it also (5520–2, 5527–9, 5596–615).

Classification of labour.

There is no necessity for a hard and fast line between different classes of labour, *i.e.*, between stevedores, dockers, and coalies; for exceptional hard or dangerous work, higher wages might be given. The Shipping Federation free labourers do all sorts of work (5517–26, 5601–15).

Mr. JAMES GREIG.

A wharfinger at the Free Trade Wharf, Ratcliffe, and a member of the London Docks, Wharfs, Warehouses, and Granaries Association; employs on the wharf 76 persons, or about 56, exclusive of labourers. In loading and discharging on the steamers about 80 are employed. The wages paid to 20 permanent men, such as foremen, checkers, outdoor clerks, and crane men were about 30*s*. to 40*s*. a week. 56 labourers average about 28*s*. 6*d*. a week, *i.e.*, 6*d*. an hour and 8*d*. night hours, and they are paid for meal times. The average age of the casual men is 37½ years. The work is from 6 a.m. to 6 p.m., overtime as is wanted. The work is fairly regular and safe; the lighting and sanitation of the wharves and warehouses is good. Payment is made for accidents: there is no official inspection of gear (5628–58, 5810–25).

Wages and hours of labour.

Lighting, sanitation, inspection.

This witness had but little to do with Unions (5661). A letter (dated the 20th of January 1890) was received from the organiser of the Dockers' and Labourers' Union, which practically prevented the wharf employing casual men and from that date the wages were fixed by the hour and for overtime (5662–3). Mr. Greig said he preferred permanent men, as being always more respectable and more to be depended on (5706). A strike occurred on the 20th of August 1889 in sympathy with the general strike, but the men at the wharves went out unwillingly, having no grievance of their own. The permanent hands, checkers, and out-door clerks did *not* go out. When the men came back in a few days the witness offered them 27*s*. a week with 6*d*. overtime: they agreed and resumed work. Then came the interference of the Union in January 1890, and the wharves were obliged to pay on the union rate, practically accepting the Mansion House agreement, when it was departed from by the Union demanding on behalf of the men payment for meal times contrary to that agreement, to which the witness admitted he was not an original party, but to which he concluded he became a party when forced to pay union rates (5665–74, 5719–45).

The Dockers' Union and permanent men, 1890.

Sympathetic strike in 1889.

The Mansion House agreement.

Overtime.

Eight hours days.

The witness stated that in his opinion the men like overtime, as they often left if they did not get enough of it (5676). An eight hours' working day would hardly be fitted for the wharf business; the wharves must be open from 6 a.m. to 6 p.m. for the convenience of customers, and relays of men would be very inconvenient (5677–83).

The competition with the railways is very great, especially in the Middlesboro' trade (5684–7).

If overtime were constant, then relays might be advantageous (5779), but it is not (5832–9).

Employment of women.

Some women were employed principally in the canned goods department, labelling, painting, arranging, and carrying on trucks such goods; the trucks have wheels running on plates; the movement is always horizontal; and it is easy work (5757–70, 5829–31).

Mr. A. E. EARNSBY.

Free labour defined.

A free labour foreman. Understood free labour to mean when union labourers can come if they like and work with non-unionists. He had had experience of agricultural labour: the condition of the agricultural labourer is far worse than that of the docker; the latter will get as much in one day as the other in two and a half days. If the former does not get more than three or four days it is mostly his own fault (5840–7).

Agricultural labourer compared to docker.

Migration of agricultural labour.

He did not think the agriculturists came freely to the docks, mostly the other way on; the people from London at some periods of the year go into the

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country and take away the work of the countrymen (5848–50). The only great migration from the country was after the great strike in the winter (5851).

Union men and strikes.

In his experience (about seven months) the better class of union men were not always willing to go out on strike; many left the British India and the Peninsula and Oriental when ordered out but returned the next day, and many had told him that they would never go out again (5852–3).

Wages should be paid weekly.

In his opinion all wages should be paid weekly; if paid daily, free men as well as union men are tempted to drink the moment they leave the docks, and often do not turn up next morning (5854–5).

Work by relays.

It would, in his opinion, be impossible to make one system of hours work, or to work by relays; there would always be rows between the men obliged to leave a job in the middle and the gang that came to relieve them. He did not think that it was the wish of the majority to regulate the hours of work by statute (5856–60).

Federation labourers.

The class of men imported by the Federation were very good men. The British India Steam Navigation Company have taken half of the whole of their employés from those men (over 150) and the Peninsula and Oriental 110 of them. No accidents could happen to union men from the employment of the free labourers, since the former would never work with them; their Union forbade it, not the Federation (5861–3).

Assaults and intimidation by unionists.

The witness gave a detailed account of the assaults and the intimidation inflicted on free labourers. It was always impossible to identify the men, because after a row they were shifted off to work in another dock (5864–73). It is not true that federation men are paid less than union men, neither are the latter sweated and driven by the Federation officials, for the simple reason that they will not work with the former (5875–83).

Witness knew nothing of the conditions of work on the Hill Line, except that the Federation supplied it with non-union men. In the one instance that he knew of where some union men worked with non union men they received a worse doing from other union men than ever the free labourers did (5930–4).

Wages.

The foremen of the Federation got 50*s.* a week, the labourers 30*s.* a week, board, lodging, and beer. The beer was supplied because it was dangerous for the men to go outside to get it, it was knocked off lately. The docks that the evidence of the witness referred to were the Albert and Victoria Docks. The highest amount of free labour—federationists—employed in the Albert Dock was 811, and the lowest was 363, in July (5966).

MR. J. POLHILL.

Stevedore and free labourer.

A stevedore and free labourer, and was formerly an agricultural labourer. He thought that the latter were not paid nearly so well as the labourers in the docks; his

Wages.

wages now were 6*s.* a day and 1*s.* an hour overtime; his ordinary hours from 7 a.m. to 5 p.m. He had been in all the fights, and confirmed all that had been said by the previous witness about the assaults and intimidation inflicted on free labourers. He objects to Unions on the ground that a man is confined to the Union, and not allowed to go to work elsewhere if he cannot get employment in the docks or anywhere about, and is not allowed to work with a free labourer (5973–97, 6039–60).

A union man must work for so much a day, and if he cannot get that he must stand still. The witness had worked in the country with carpenters and millwrights who came down from London and worked under price. He came from Romney Marsh seven months ago, and had since then received on an average 36*s.* a week, and was in constant employment; in the country he had not been able to obtain

Danger of dock work.

more than 12*s.* or 13*s.* There was a lot of danger in dock work, and the high wages were fairly earned (5998–6010, 6023–38).

Fifteen shillings weekly was the average wage in the country, but then there were deductions for rain, frost, &c., &c. (6020).

The remedy.

The only remedy against the present state of things the witness could suggest was more protection for free labour inside and outside the docks (6062–3).

MR. JOSIAH GRIFFIN.

Surrey Docks.

Secretary and Manager of the Surrey Commercial Dock Company. His experience extended over 30 years. The Surrey Commercial Docks cover over 387 acres, and there is a canal measuring another 40 acres. In the busy season there are employed about 3,250 people. The dock labour is divided into:— Docks, &c.

Administrative and clerical	-	130
Foremen and others	-	193
Permanent labourers	-	250
Contractors and mates	-	226
Labourers	-	2,450

Staff.

According to the season the number of labourers employed varies from 2,400 to 600 (6070–7).

The average age is from 30 to 40 years (6135).

The porterage work for deals and corns requires exceptional physical capacity, which an ordinary dock labourer could not perform. The men work hard, and are entitled to good pay (6083). 80 per cent. of the labourers are union men (6152–3).

Stevedores and their wages.

The shipowners discharge their own cargo at the Surrey Commercial Dock by stevedores, who may get 1*s.* per hour, differing from other docks. Stevedores discharge ships and do not load them (6197).

Deal and corn porters, and their wages.

The wages of a deal porter are from 10*d.* to 1*s.* an hour (6201). The corn porters, dealing with the grain in the granary, receive 30*s.* a week. The men who discharge the grain over the side are paid on piece-work rates at so much per 100 quarters; they earn in the busy season on the average 36*s.* a week, working only four days. In the slack season about 22*s.*, taking three days a week. They not unfrequently earn from 2*l.* to 3*l.* (6080–2).

Hours of labour. Corn porters.

The deal porters work from 6 to 5 in the summer, and from 8 to 4 in the winter; the corn porters from 7 to 5 in summer, and 8 to 4 in winter. Overtime is rarely worked (6086–8). For overtime the corn porters get ½*d.* per quarter, if working on board ship, and ¼*d.* per quarter if on the quay. Permanent labourers are paid at the customary rate of 8*d.* an hour. The witness approved of the tendency to diminish overtime. As for hard work, it strained the men and did not pay the employer (6086–93).

The witness explained the system of working at the Surrey Commercial Docks.

Wood, how discharged.

First, with regard to wood goods. By the custom of the port the discharge of wood is effected by the shipowner. Prior to 1889 it was done by the dock company. The shipowners employ their own stevedores. When the goods reach the quay the company convey them to the piling grounds. This work is carried out under a system of contract based on piece-work prices. These contracts are made yearly with a number of men, the best and most experienced amongst the deal porters. His mates are associated with him, and share in the contract price; every man engaged knows the current pay for each class of work from the printed copies in the quays. In carrying out these contracts, the men and their mates employ numbers of other men who are called "strappers"; they are paid from 10*d.* to 1*s.* an hour, but do not share in any profit. When the cargo is piled up, it is measured, checked, and the amount due paid over to the contractors (6078) It is often equal to a wage of 3*l.* per week in the busy season, and to 30*s.* or 2*l.* in the slack season (6079).

In the grain business, the system is as follows:—

Grain, how discharged.

By the custom of the port, the merchant discharges the grain when it is in bulk and the shipowner when it is in bags. The dock company act as the agent of the merchant in discharging either into barges or into the warehouses. For this there are service charges, and additional charges for warehousing and manipulating the grain. To discharge a vessel the company employ men (corn porters)—seven men in a gang. A vessel of 1,200 or 1,400 tons will require as many as 14 gangs where manual labour is required. Where a vessel can be put alongside a granary fitted with machinery, these gangs are not required. "Trimmers" are only employed to trim the grain to the bucket which automatically fills itself. Then to deal with the grain in the granary a number of permanent men are employed, and, when there is a press of work, day labour is employed at 6*d.* an hour. On the completion of the day's work the quantity handled is computed, and the amount due to each man is given to him (6080).

Labour-saving machinery.

Although the use of machinery tends to lessen the amount of labour, it indirectly increases the annual import, with the result that larger numbers of men are employed (6105).

Inspection of machinery.

This machinery is carefully inspected (6107–8, 6176–9).

Docks, &c.

Accidents and compensation. Accidents are inevitable in such work; in 1889 there were 44 serious and 41 slight; in 1890, 31 serious and 41 slight; in the first six months of the present year seven serious and 24 slight. The dock pays compensation, and there is also a workman's accident fund to which the company contributes (6100, 6103).

Unionists and non-unionists. The position of the company as regards the Unions is one of strict neutrality: if a man is an efficient workman it matters not whether he belongs to a Union or not (6109). No difficulty is experienced by the representatives of the men in the employ of the dock when there are any grievances they wish redressed (6110).

The only strike. The only strike that has occurred was that of 1889, when, according to the statement of the men, they had no actual grievance of their own, but joined the strike out of sympathy with the labourers on the north side of the river. Disputes are not now more frequent than they have ever been. The only way of avoiding them is for the men when any difference of opinion arises for them to seek the employer and discuss the matter—not do as is now done, strike first and discuss afterwards (6112–9).

Municipalisation. No scheme of municipalisation would answer that did not include the wharves and warehouses, and that makes the question of cost a serious one (6120). If these were not included they would act as competitors, and if the docks only carried the business of receptacles for the discharge of ships it would yield no return. It is only by acting as wharfingers and warehouse-keepers in conjunction with the reception of ships that dock companies can make any return on their capital (6125–31).

The division of labour. The idea, that under municipalisation it would be easy to divert men from one branch of work to another, is erroneous unless the Unions change their methods. Some years ago if work was slack in one department, the man went readily and took a turn in another, but as the witness understood the regulations of the Unions that would not now be allowed. It often happens in the Surrey Commercial Dock, that in the Grain Department there is a great want of labour, whilst a number of deal porters are standing idle, but according to the union rules a man who is a corn porter must only work as one; a deal porter must carry only deals, and a stevedore only work as a stevedore. Formerly they were all glad to avail themselves of the chance of any work and so earn some wages (6121–2, 6143, 6157). Much of the irregularity of the work would be prevented if the men were allowed to go and work in any of the departments where labour was wanted (6228–40).

Wages, how employed. Dockers do not turn their wages to as good an account as engineers, for instance, and others; the prohibition to pay wages at a public-house has effected some good (6149–50).

The co-operative system. The witness observed that it was hard to say exactly what the co-operative system is. He thought the system at the Surrey Commercial Dock most nearly approached his idea of it, as the men received all the wages under the contracts and divided. If, however, it meant that the masters should receive a portion of the rate and the men receive the other portion, then he preferred the system adopted in the Surrey Commercial Dock (6171–4).

When asked by Mr. Tait if he agreed with a statement made by a previous witness, Earnsby, that in his experience as a foreman in the docks when a squad of men had finished the unloading of a ship, not a third of them turned up the next morning, the witness stated that it was not his experience, and he should think it based upon the opposite of truth (6190–3). (*But cf.* 6441.)

Fluctuations of work. The witness did not look at the fluctuations in dock work as a very serious evil, with decent thrift. The large wages earned in busy seasons would provide a sufficiency in slack times. Many men do so provide against a rainy day (6213–24).

Permanent labour. There are permanent labourers in the Surrey Commercial Docks, about 250, although 500 or 600 are in constant employment. The 250 are chiefly employed upon deliveries of goods and other things which do not interfere with piece-work rates.

Piece-work. The system of piece-work commended itself to the witness in preference to the system of permanent labour (6266).

Casuals. There was no gravitation to the Surrey Commercial Docks of casuals in the sense of the refuse of all other trades (6283).

MR. H. COLIN SMITH.

Docks, &c.

Hay's Wharf. One of the proprietors of Hay's Wharf which employed on an average about 500 men, and sometimes 800. In a dull season not more than 150 might be required (6299–305).

Wages. The wages of the tea floor men, who weigh the tea and are employed in the warehouse, average 1*l.* 5*s.* 4*d.* a week. This class is divided into first and second preference men. Practically these are on pretty well all the year. The weekly men vary from 60 to 74 in the tea floor. Their wages average about 1*l.* 6*s.* 11*d.* a week. They are kept on all the year subject to a week's notice. The weekly men on the wharf, of whom there are 27, earn on an average 26*s.*, 28*s.*, and 29*s.* a week; the first preference men earn 26*s.* 1*d.*; the second preference, 17*s.* 2*d.*; and the third, 12*s.* (6306–28).

Hours of labour. The hours in the warehouses are from 8 to 5 pretty well all the year round, and on the wharf from 6 to 6 and 8 to 6 at 6*d.* an hour, less payment for meal times; overtime is paid for after 12 hours at the rate of 8*d.* per hour (6337–41).

Unionists and non-unionists. No questions are asked as to the men being union men or non-union men; since the strike there has been no refusal to work with non-union men (6347–8). On request the names of the men who struck were given in to the other members of the Tea Clearing House (6349).

Sympathetic strike of 1889. In the strike of 1889 the men turned out in sympathy with the dockers (6351), and on the 17th of January 1890 there was a special strike upon the question of payment for meal hours; about 500 men went out in the tea warehouses and on the quay. A week was given them to return, but very few did return; other men were obtained and the strike was settled by the employment of other labour (6352–5).

Picketing. The witness declared his opinion that the system of picketing is nothing less than a system of "legalised intimidation." If it is to be allowed at all, it ought to be confined to one or two men. Few men who wish to work have nerve enough to face a howling mob round the gates (6357–62).

The witness alluding to the difficulty of getting men to prosecute for intimidation, handed in the evidence of a man of the name of Haines who consented to summon Mr. Mann, but when it came to the point he would not go on with it; the intimidation is so great that men are afraid to prosecute (6363–72, 6384–90). There were several assaults prosecuted and the men were convicted (6374–6).

MR. WILLIAM BECKET HILL.*

Of the firm of Allan Bros. of Liverpool and London, and of Hill Twin Screw and Liverpool Screw Towing Companies.

Mr. Hill stated that he had about 25 years' experience in the shipping trade, 17 years in Liverpool and eight years in London. The firm managed the Hill Line as well as several steamers of the Wilson Line called the Wilson-Hill Line, also the Allan Line. The former lines ran between London and New York; the latter between Canada and London. Twelve months ago the steamers loaded and discharged in the Millwall Dock, but now they go to the Royal Albert Dock (6397–402).

Loading and discharging of ships. For loading and coaling, a master stevedore is employed to whom a tonnage rate is paid; he contracts with other men for day labour (6403). The discharging is done by the firm, by men employed directly; about 150 stevedores are employed.

Hands employed. In busy times of discharging and quay work the firm employs about 500 men per day; in slack times about a third of that number.

Wages. The dockers are quite distinct from the stevedores; they are not so strong or so handy. The "ship workers," *i.e.*, men employed in discharging, earn 7*s.* 6*d.* a day working 9½ hours; there are extra earnings for corn gangs and for the handling of beef. The largest sums earned have been 50*s.* for four or five days' work; one man has earned 50*s.* 11*d.* in three days, working until 10 at night. On grain one gang of seven men has earned 10*l.* 8*s.* 4*d.*, or 1*l.* 9*s.* 9*d.* per man. In another case 32*s.* and 31*s.* 6*d.* was paid for a day's work, which ran into very little overtime. Ship workers ought to discharge a ship in four

* This witness was the shipowner referred to on the second day's examination by Mr. H. Styles, a district secretary to the Dock, Wharf, Riverside, and General Labourers' Union, as the employer who insisted on dictating how many men he would employ, and as having an idea that the more men you put on a job the lazier they became (1174–6). He also stated it was no use refusing to work for him, he would have his own way (1210–5). Mr. Styles also admitted that Mr. Hill was "too much for him" (1175).

Docks, &c.

or five days, and the rest of the week they can, if they like, get other employment along the quay (6406–28).

Quay workers who work regularly can earn 6*s.* a day. The best men 35*s.* to 40*s.* a week. The largest sum earned on the quay has been 16*s.* 6*d.* per man per day, working 13½ hours net, that is, after deducting the time for meals, beer, &c. There is a difficulty in getting industrious men in sufficient numbers. The men who come into the docks may be called the "submerged tenth." They are generally men who have failed in other occupations, or who cannot get employment from want of character, or through their insobriety. Those are the men who are mainly unemployed. The steadier men get as regular work in the docks as in any other vocation in life (6429–41, 6567, 6583).

Regularity of employment.

Although one line might not be able to give at all times full employment to more than 80 per cent. of the men offering between October and April, for instance, other lines might and do want men during those times (6581–4, 6594–5). If the men themselves were equally skilful the witness's line would only be able to employ them to the extent of five days a week (6608). It is difficult to get a decent foreman under 3*l.* a week. Only last month the stand was cleared four times in the day; the firm has been similarly short half-a-dozen times since February. There was more work than men to do it. Troublesome or dishonest workmen do not get regular employment, they are only taken on when there is a press of work. Others again are not employed because they do not want to be employed. Being paid off every night, the temptation is to spend their money in the evening, come late next day, or not at all (6439–41). (*Here the witness confirms Mr. Earnsby's evidence.*) The stevedore of the firm once told the witness that some of the men objected to work half a day. They did not mind working an hour or two in the morning so as to get away from household troubles, but when they had earned sufficient money to enable them to spend the rest of the day at the public-house they did not trouble themselves to do any more (6443). When labour is scarce these men do get employment. There is, it may be said, a surplus of labour of a certain kind, but of such labour as would get employment nowhere else but at the docks, and even of that there is not always a surplus (6445); but a steady, sober, industrious man may count upon getting regular employment at the docks (6446).

Strikes and mischief done by them.

Strikes, the witness said, were almost of weekly occurrence in his business, even after the work was taken over by the firm itself, and arrangements made with the leaders of the men as to the terms of employment. The mischief of strikes was not on the passenger and mail lines, confined to the loss of a day or so, but they put the whole of the boats running behindhand. In illustration of the strikes, the witness pointed out the first one in February, when an agreement was made with Tom McCarthy that the men were to return to work, which they did, when without notice they refused to work further unless put on at the "outside gates" first, so that the tickets of the men might be scrutinised to see if they were all unionists. The day after the quaymen struck for "cons," 10 days later, the trimmers and day-workers for payment for meal times, which the firm was obliged to pay, although contrary to the Mansion House agreement; then they objected because beef (for working at which they get extra payment at 1*s.* an hour at night) was put direct from the crane into the trucks, and they wanted the extra for "backing," *i.e.*, carrying it on their backs to the trucks; this was objected to, and the men struck again; the market for the beef was consequently lost. A month afterwards the corn men struck. Seventeen shillings and fourpence was the price; at it the men can earn 13*s.* 4*d.* per day, but they wanted an extra rate, an advance of 50 per cent., by which they could earn 1*l.* An offer was made to divide the extra rate demanded, but the men declined it. The firm then agreed to pay them 25*s.*, but even on this the men struck (*see also* 6617–54), and again this month because they could not agree amongst themselves which gang's turn came next they struck again. The result of all which is that the firm will now indifferently employ unionists and free labourers, and to prevent coercion of the men by officials of the union they will be sent alongside the ships having come to the sheds and there having been selected for the work (6447–54).

The great trouble was in the spring of this year about signing on board ship. It is almost universally done on board the great lines at Liverpool. By this operation the Seamen's Union found they were not able to see that the men shipped were unionists and had paid up all their arrears. A notice was therefore issued that in future no ship's articles would be allowed to be completed on board the ship. In London several ship owners determined to do the same as in Liverpool and the Company followed their example in order to get the men free from the pickets. Immediately coalheavers and stevedores struck, free labour, unskilled, had to be got, and was got, and it did not do badly. The strike lasted about a month or six weeks. Three steamers were despatched by free labour and the sailors were not connected with the Seamen's Union (6455–6).

Docks, &c.

Time required for loading and discharging.

There is a great difference in the time occupied in the different docks in discharging and loading cargo; what is done in seven days in Liverpool may take 14 days in London (6524). It is better in the Surrey Commercial Dock, and in the Millwall Dock. Under no system do London men work as well as Liverpool or Glasgow men (6457, 6524–40, 6680–99).

Co-operative system a failure.

When the lines left the Millwall for the Albert it was arranged that the owners should do the discharging and passing over to the quays, the men having pretended that if they could deal directly with the shipowners they could work well. 3½*d.* a ton was paid to the dock company in lieu of their profit on the discharging. For a short time all went well; but soon, instead of doing 1,000 tons a day, it flagged down to 200 and 300 tons. The reason was that the men's representatives, doing little or nothing, were drawing about 12*s.* a day whilst a vessel was discharging or loading, so, of course, they made it last as long as they could by preventing the men from over-exerting themselves, so that the cost was increased from 1*s.* a ton to 2*s.* and 2*s.* 6*d.* Perishable goods suffered in consequence. The witness wrote to Mr. Mann on the 19th of August, saying that unless some system of piece-work was originated, the expense would make of London a prohibited port in the North American Trade. On the 20th another letter was written complaining of the pilfering going on; up to the 17th of October no reply was received (6458–62).

Then an arrangement was come to with T. McCarthy, and a different mode of payment adopted (6463–4, 6739). It lasted two days, and then the men struck, although the agreement was made by their own representative. What the firm wished to do was to pay something as subsistence money, and the balance at the end of the job, so that if a man works hard he gets a bonus. On several ships a large surplus or bonus had been earned and divided. In the case of the "Congo" the men actually divided a bonus over and above subsistence money of 6½*d.* an hour (6464). This arrangement had not worked satisfactorily; because the men prefer to go on easily. The only way to get rid of strikes is to employ free labour. More work can always be obtained by employing a stevedore or middleman (6465–9).

Bonus.

Free labour the remedy.

Accidents.

Accidents chiefly arise from the men's own carelessness, seldom from defective gear (6471).*

In London the loss by pilfering amounts to 2,000*l.* a year (6473).

Daily payment of wages.

Unthriftiness and inconsiderate charity.

Witness thought that daily payment of wages was one reason why the men do not work steadily. In Liverpool they are paid once a week (6476–7, 6501–3); he ascribed the distress as arising from the unthriftiness of the men, and to inconsiderate charity (6479, 6560–4).

Arbitration.

His experience was not favourable to arbitration. If adopted it must be something like commercial arbitration, in which there is a clause making an award a rule of court. If the award is to be enforced, it should only be binding for a short period (6480–1). Arbitration which leaves either party to carry it out or not is simply a waste of time. If in one or two of the instances given the men had been liable to be sent to prison they would probably have gone to work (6491–4).

Insubordination of men to their officials.

When the men repudiated T. McCarthy's agreement, they were insubordinate to their own officials, whom they look on as their servants (6500).

Although always willing to hear complaints and accessible, witness had come to the conclusion that the competition of free labour was absolutely necessary (6504).

* *Note.*—Mr. Styles admitted that the gear on this witness's line was always good (1223–4).

Docks, &c.

Liability of employers.

On the subject of liability, witness, whilst disposed to admit the liability of employer for defective gear, or for carelessness of foremen, he thought he should not be liable for negligence of one workman for another. Workmen ought to form themselves into societies for mutual protection. The Shipping Federation is making arrangements by which every member will be compensated (6471, 6542–55).

Limitation of working day by law.

The witness objected to the Legislature fixing a limit to the working day, on the ground that it would not and could not work. The advantage of the men and the employer run together on this head. The men would object because they like overtime (6556).

The gang system.

With reference to the interference of the witness with the excessive numbers of the men in the gangs mentioned and complained of by Mr. Styles on the second day's examination (1174–6), Mr. Hill explained that he interfered, because, on account of the number of the men in each gang, their wages exceeded the tonnage rate. This did not affect the shipowner quite so much as the men themselves, as it lessened the surplus or bonus to be divided amongst them. It also affected the shipowner, as, for example, in the case of the "Richmond" there was 11*l.* spent over and above the tonnage rate, which came out of the pockets of the owners (6657–72). This deficit was not the result of free labour, because it arose out of ship workers' work, who were all unionists (6679).

Ullages.

Notice is now given to all the men that "ullages" or losses on pilfering will be deducted from the surplus or bonus (6709).

Corn men and their wages.

Corn men, who can earn 30*s.* a day for three or four days consecutively, do not care to do general cargo work, where they can only earn 5*s.* or 6*s.* a day. General cargo is first taken out of a vessel, and the last three days, when the corn is taken out, each man can easily earn 1*l.* 1*s.* a day (6720–4).

Witness did not believe that any steady industrious man would earn, what with general cargo, corn, and extra on beef, less than 2*l.* to 2*l.* 10*s.* a week the year round (6726–36). He inferred that the men waste their wages in public-houses, and allow their families to subsist on charity, from the fact that having drawn at night from 5*s.* to 10*s.*, they had not got 6*d.* to bless themselves with the next morning (6737). Paying wages at the end of the week, and a co-operative system of drawing only half wage for subsistence money, would greatly improve London labour (6756).

Middlemen and the Millwall Dock.

In the Millwall and in the Surrey Commercial Docks middlemen are largely employed. The work is therefore better and more quickly done. Although it is called the sweating system the Millwall Dock men are a better class (6757–8, 6761). Delays are ruinous to shipowners; the Hill Line had been obliged to lay up two ships both last year and this year. The tonnage coming to London is falling off, and increased tonnage going to Liverpool and Glasgow (6762–3, 6778, 6780–3).

The witness explained Mr. Tillett's charge of his firm having defrauded the men (6791–2).

MR. W. GROVES (Messrs. THOMAS GROVES & SONS, Granary-keepers).

Staff employed.

Wages and hours of work.

Stated that his firm employed 27 men on the staff, and from 12 to 50 casuals. In the summer time the work was from 6 to 6, and the constant men got 30*s.* a week and 8*d.* per hour overtime. The casual men got 5*s.* 10*d.* a day, and overtime 8*d.* In the winter time they all worked from 8 to 6. The constant men then got 28*s.* per week and 8*d.* overtime; the casual men 5*s.* per day with this same overtime. Some boys were employed at 2*s.* a day.

	£	s.	d.
No. 1 man earned in six months -	30	15	10
No. 2 ,, ,, -	22	14	6
(but took one month's holiday).			
No. 3 man earned in six months -	29	6	0
No. 4 ,, ,, -	31	3	6
No. 5 ,, ,, -	25	18	8
No. 6 ,, ,, -	27	13	6
No. 7 ,, ,, -	27	13	4
No. 8 ,, ,, -	27	18	0

This is a fair sample of earnings, but it would be more in the next half of the year (6794–8). No one works overtime without payment, there is but little overtime in the corn trade. The work is neither hard nor dangerous; after the strike of 1889 the witness asked the Union what was to become of the old men, and was told they must go to the workhouse. The old men are employed as turners, and their employment was continued. Within the last year or two, three men had died between 70 and 80 years of age. In former days the work was extremely hard (6799–800). The casuals, when not employed, got other work—about 20 out of the 50 got regular work. The nature of the work will not permit of all permanent men. Shorter hours would not cause the employment of a greater number; one loop-hole can only be worked at a time (6809–27).

Overtime.

Safety of employment.

Docks, &c.

Old men.

Casuals.

Shorter hours no remedy.

MR. S. SIMS.

Was the only witness examined on behalf of the Unions during the 10th, 11th, and 12th days. He represented the Amalgamated Stevedores' Labour Protection League, commonly called the Labour Protection League, consisting of about 4,000 members. He desired to correct an impression that the average wages of stevedores were 17*s.* or 18*s.* a week. In reality—

Wages of stevedores.

2	per cent.	earned from	2*l.* 2*s.* to 3*l.* 3*s.* per week.
10	,,	,,	1*l.* 10*s.* to 1*l.* 16*s.*
50	,,	,,	10*s.* to 30*s.*
38	,,	,,	less than 10*s.* a week, some only 3*s.* a week.

That was in summer; in winter the two last items would be reversed, 38 per cent. earning from 10*s.* to 30*s.*; 50 per cent. less than that.*

Danger of employment.

He said the work was dangerous through improper gear and the hurry-skurry in getting ships off (6834–9), and through the employment of free labour (6841). He had no objection to dockers doing stevedores' work provided they only did it for stevedores' pay (6868).

Object of Shipping Federation.

The Shipping Federation was formed to smash Unions and reduce wages (6840). He had heard that free labourers worked for less wages (6843). He had also heard that they carried firearms systematically (6857, 6877–82).

Employers' Liability Act.

He suggested that Section 1, Sub-section 2, of the Employers' Liability Act, should be amended by the insertion of the words "for the time being" after the words "any superintendence entrusted to him," the definition of superintendence being confined to persons whose sole or principal duty was superintending, not ordinarily doing, manual work, as superintendents in many instances worked with the men (6853–4). That there should be no limit fixed for compensation and no appeal be allowed in cases where men recovered less than 50*l.* (6855–6).

Arbitration.

He thought some scheme of official arbitration useful, but finally limited his view to a court of arbitration with powers to recommend (6886–92).

COLONEL G. R. BIRT.

Is general manager of the Millwall Docks, and has had 36 years' experience of dock work in London (6893–5).

Dockers and casuals.

Persons employed in the docks fall into two main groups, viz., "dockers" and casuals. The former make dock work their regular business, the latter have taken it up after failing in some other occupation. The position of the "dockers" has lately been greatly improved. Instead of receiving only 4*d.* an hour, without any advance in the rate for overtime, they are now paid 6*d.* an hour, and 8*d.* for overtime. In addition to this, they are now guaranteed at least four hours' pay if taken on in the morning. Formerly they were paid only for the time of actual employment. This increase, however, in the rate of payment has attracted to the docks a stronger and a healthier class of men, who are ousting the casual labourers of the old type, men, for the most part, of inferior *physique*. Whence it follows that, though the condition of the "dockers" has improved, that of the "casuals" has deteriorated (6896–911).

Number employed at docks.

The number of men employed about the docks is often very much exaggerated. It does not really exceed 14,000. "Casuals" are rarely ex-agricultural labourers (7099–104).

* *Note.*—This evidence does not tally with that of J. Donovan, also a member of the Stevedores' Union, who stated (3299) that stevedore labourers might be put in three classes, the first earning pretty regularly an average wage of 24*s.* a week, the second 18*s.*, and the third (old men) 12*s.* a week.

Causes of fluctuation of demand for labour.

The principal causes of the fluctuation in the demand for dock labour are the existence of "season" trades and the influence of the weather (6930).

Dock work, mode of payment.

There are two main divisions of dock work--"heavy" and "light." The "heavy" work is performed by the stronger men, paid by the piece (6912); and more than six-sevenths of the work is so paid for (7128). The men can easily verify the amount of work done and the sum due to them, besides being able at all times to apply to the superintendent for the necessary information. On one occasion when they did so, they discovered that the ganger, appointed by themselves to receive their wages, had defrauded them of 7*s*. (6932–3).

Wages.

The rate of wages paid for piece-work amounts, on an average, to 1*s*. per hour, although, in exceptional cases, some men are able to earn as much as 3*s*. by an hour's work (6914). The average sum per week earned at piece-work amounts to 37*s*., and, as the working days in each week average only five in number, the men enjoy plenty of rest and recreation.

"Permanent" men.

Some few are "permanent" men, and are paid a fixed weekly wage of about 26*s*., whether called upon to work or not. The term "permanent" is applicable only to those men whose services are retained "from day to day." It does not include those who are engaged only four days a week (6918–22, 7153).

"Preferential" men.

Immediately after the permanent men comes a class of workers less regularly employed; but these being preferred to casuals, and therefore termed "preferential" men, manage to earn an average weekly wage of 20*s*. or 18*s*. at the very least (6920–22).

Casuals.

The casuals form such a nondescript body, and the conditions of their employment are so shifting, that no trustworthy estimate can be given of their average earnings (6923).

Co-operation.

A co-operative system in the sense of a division of profits between masters and men would be quite impracticable in the docks. In the sense, however, of regulating wages according to results produced, the system is actually in operation, being in fact synonymous with piece-work (6928–9).

The average length of the working day is eight hours, a period of time which is found to be sufficient, especially in the case of men paid by the piece, who consequently really work hard during the allotted hours of labour (6915–6).

Overtime.

Overtime has been greatly reduced since the strike of 1889. It is now quite exceptional at Millwall. The men, indeed, do not make an average of one hour a week overtime, and then only for the special purpose of getting a particular steamer off punctually. In such cases they prefer remaining and finishing the work in hand to allowing a second shift to come and relieve them (6924–7, 7078).

Machinery, its effect on labour.

Machinery is now being extensively used in the docks. It has served positively to increase the demand for labour generally, although it has naturally tended to produce the opposite effect in regard to that particular function to which it has itself been adapted. The introduction of a new machine called Priestman's bucket, for example, while enabling six men to do the work of 18, and thereby affecting an annual saving of 3,000*l*., has at the same time caused an increased annual wage expenditure of 9,000*l*. in a different direction (6935–6, 6986), for it has enabled cargo to be landed which formerly could not support the cost of the landing charges (7067–70, 7075).

There is an invention now in the course of being perfected which is expected to achieve even greater results. For the moment, no doubt, it will affect dock labour prejudicially; but, if successful, it is bound to increase the demand for other labour, besides ultimately reacting in favour of the men employed in the docks and warehouses. It will not tend to reduce wages (7055–60).

"Concentration" of the docks.

A scheme for the "concentration" or "centralisation" of the docks might have good results; but only if it were possible to localise them in the neighbourhood of London Bridge, where both the price of land (somewhere about 200,000*l*. an acre in that quarter), and the shallowness of the water prove insuperable obstacles. And if they were to be situated at a point accessible to large steamers, the small vessels would lose the monopoly they now enjoy, while the cost of lighterage would not be materially diminished by shortening the distance between the centre of distribution and the docks (7019–25, 7052).

Of course if it were possible to discharge the cargoes from all vessels immediately alongside the warehouses a certain advantage would be gained. But it is not possible, in the first place, because there is not and could not ever be sufficient room, and in the second, because a ship's cargo very often consists of several classes of goods, each of which ought to be separately warehoused (7026–32). Docks, &c.

Jute, for example, must not be kept near wood; tea must be placed apart; silk requires special housing, and so on.

Hence it follows that a ship coming alongside a warehouse would still be obliged to land some portions of her cargo on the quay in order that they might be conveyed to the special warehouses in which alone they should be stored.

It is only "storage" that enables the docks to pay a dividend, and, notwithstanding their splendid accommodation, they are situated so far from the centre of distribution that merchants generally refuse to warehouse their goods in them. Tea, for example, must always be stored in the heart of London, and it is found worth while to devote for this purpose a considerable portion of the most valuable land in the world. Any attempt to reconstruct the docks upon an ideal system would be foredoomed to failure, because its successful realisation depends upon conditions for which it would be impossible to provide (7033–53).

Municipalisation.

The idea of municipalising the docks and establishing municipal workshops is worthless. No benefit would result to the community, for one man would be benefitted only at the expense of another (6970).

Value of labour organisations.

Labour unions should, if rationally conducted, prove valuable institutions alike to masters and men. Employers naturally find it easier to deal with a responsible committee than with an unorganised mass, but it would be well if the power exercised by the executive of unions over their men were stronger than it is. On the other hand there exists a deplorable tendency to "sympathetic" action among trades unions.

The Dockers' Union.

If the Dockers' Union, for example, were to confine itself to the task of protecting the interests of those who work in the docks it would be doing better work (6961–3).

The Millwall Dock authorities, however, have no cause of complaint against the Dockers' Union. Its existence facilitates the settlement of disputes (6961–2, 7071–4).

"Federation."

There is little to be said in favour of "a federation of unions." It is unjust to make a number of employers suffer for the fault of one. It is an injustice, moreover, which the employers will withstand, and they are quite strong enough to make their resistance effectual (6964).

Conciliation boards.

"Conciliation boards" might be introduced with advantage, especially if the president or umpire were a retired judge and a man accustomed to the sifting of evidence. The enforcement of decisions would, indeed, always occasion a certain degree of difficulty. For though an award by a man of high repute would always have great weight, yet actual compliance could be secured only by the pressure of public opinion (6965–8). The decisions pronounced by an ex-judge, or by any man enjoying a universal reputation for fairness, would carry more weight than those of a Government board (6969).

Employers Liability Act.

Very few accidents have occurred in the Millwall Docks. With regard to the Employers Liability Act greatly exaggerated notions were entertained as to the loss it would entail on employers; while the men largely over-estimated the advantages which they themselves would secure. The Millwall authorities had, before the Act came into operation, established a "mutual insurance scheme," under the control of the men. It was conducted on a very liberal scale. Sick pay of 30*s*. a week was granted for six months, and in the event of death 225*l*. was paid to the family of the deceased. When the Act came into force the men preferred to stand by its provisions and declined to continue the insurance scheme, which accordingly collapsed after a brief existence of the three months' duration. The Company did their utmost to persuade the men to continue it, but without success, although their liability under the Act proved to be far smaller (6943–6, 7114–25, 7138–48).

"Mutual insurance" scheme at Millwall Docks.

In some cases, they continue voluntarily to afford relief, and keep old servants in employment though practically useless (7149).

Docks, &c.

The men, in fact, made a great mistake in giving up the insurance scheme, and if the parliamentary representatives of the trade unions blocked the recent Government Bill simply because it permitted the practice of mutual insurance, they acted in direct opposition to the real interests of their constituents (7116–7).

Amendment of Employers' Liability Act.

Certain amendments in the present state of the law touching the liability of employers are desirable. For example, all claims under 500*l.* should be triable in the county courts. Appeals, moreover, should be disallowed. They involve such great cost and uncertainty that their prevalence amounts to a refusal of justice. It would not be desirable to give the men the right of applying to a Government officer to take up their case (6940–2).

MR. W. LANGRIDGE.

Head of the shipping department of Messrs. Gray, Dawes, & Co., stated that his firm were the London representatives of lines of steamers running to India, Australia, East Africa, and the Persian Gulf, and that he desired to lay before the Commissioners the details of the troubles which his firm had encountered from the 1st of July 1890 (7164–8).

Strike of 1890.

The stevedores then became very active in their unionism. They refused to serve under a foreman who was not a union man. They went out on strike at the call of the Seamen's and Firemen's Union, because the latter insisted that their men should be allowed to perform some work hitherto entrusted to the members of another union. In consequence of this the firm was obliged to sign the crew of one steamer on board instead of at the shipping office, simply to prevent the great ill-usage the men received from the pickets of the Seamen's Union. Since then and up to the end of April the Shipping Federation had supplied the firm with free labour, and since April there had been no difficulty in procuring as much free labour as was required. At first the free labourers were not very handy, but they are now equal to those who left (7168–74).

Action of union picket.

Introduction of "free labour."

It is not true that the stevedores complained, or that there was any cause of complaint, because free labourers worked at the coals. Some of the men now working for the firm may be unionists. No inquiry is ever made. Many of the old hands have returned, and they may possibly constitute half of those now employed (7214–25).

Benefit club.

The gangs have started a benefit club under their own control to which the firm contributes (7226).

How disputes should be arranged.

The witness thought that all disputes between employers and employed should be settled in conference. He objected strongly to the interference of outsiders, or of what are called men's representatives—persons who do not and cannot know the ins and outs of the system of labour. Employers do not require outside representatives, nor do the men. Those who are actually working are the proper parties to lodge complaints and to conduct negotiations (7270–96).

Wages of stevedores.

The firm pay their stevedores at the ordinary scale and coal-workers 7*s.* 6*d.* per 50 tons. At this rate the men can and do earn 9*s.* 9½*d.* per day. It is not, however, continuous work, the men being employed about 111 days in the year (7175–79).

Overtime, necessity of.

"Overtime" is a necessity of the shipping trade and the men do not object to it. There are certain times fixed for the departure of the vessels and the merchants frequently do not send their bales until the last day or so. This is inevitable, because the goods come from a long distance—from abroad or from the North. No extra charge for late goods would meet the case, because the freight would then be lost, and other ships would take it. Nor would the trade agree to a universal extra charge; things are cut so fine now that it would be impossible for them to do so. Night shifts are not worked, first because the men do not like losing the overtime pay, and secondly, because men are with difficulty procured after 6 o'clock p.m., and if they have been idling about all day they are not fit for work (7181–98, 7233–6, 7297, 7317–20).

When there is not full work for the men usually employed by the firm, they find no difficulty in getting work elsewhere. The P. and O. for instance will give them the preference over others (7202).

MR. G. BARHAM.

Docks, &c.

Representing the Association of Foremen and Clerks of the Docks of London, stated that the Union consisted of 600 or 700 members, being persons employed in the superintendence of work in the warehouses. It was originally formed with the consent, and almost at the instigation of the dock authorities and warehousemen, but lately they had cold-shouldered it, and the number of members had fallen off (7337, 7355–6).

Foremen and Clerks' Union.

The average wages of 40 per cent. of the foremen are about 27*s.* 6*d.* a week. Another 40 per cent. receive 31*s.* 6*d.*, 4 per cent. 37*s.* 6*d.*, and 1 per cent. 44*s.* 6*d.** (7341).

Wages.

There is a difference between the dock and wharf hours. At the wharves they get much better pay and longer hours. There is no payment whatever for overtime, nor for the Sunday work which sometimes goes on. Although there is this excessive amount of unpaid overtime, fines are levied for late attendance, while 2½ per cent. is deducted from all pay to form a superannuation fund, to which the joint committee do not contribute, and from which the foremen get no benefit unless they remain in the service until they are 65 years of age. The joint committee also reserves to itself the right of refusing to grant compensation if the contributors are dismissed.

Distinction between wharf and dock hours.

Overtime not paid for.

Superannuation fund, compulsory deductions for.

The average time of work is for 20 per cent. eight hours a day, for 60 per cent. 10 hours a day, and for 20 per cent. 12 hours. These are the ordinary hours exclusive of overtime. No means for refreshment are provided, and it is impossible to get a hot meal; nor are there fires of any kind in the warehouses, which are terribly draughty (7342–56, 7386, 7400).

Hours of work.

The men find their chief enemies not so much in the employers themselves as in the immediate superiors of the foremen. These persons are officials receiving large salaries, but they do not know the business of the wharves so well as the foremen, and they block all promotion from the foreman class (7356).

Wharf officials.

The Union is warmly in favour of arbitration in disputes and of the formation of courts of conciliation, and it would welcome State interference to enforce decisions (7358–61).

Arbitration and conciliation.

Municipal control of the docks and wharves is also approved, and some legislation in the matter of working hours. If the warehouses were let to the merchants for the purpose of working their own goods, the rent would pay good interest on the capital expended in the purchase, and a much larger number of men would be employed (7366–82, 7402–12). The witness himself desired to see a universal eight hours day brought about by legislative action (7414–27).

Municipalisation.

An eight hours' day.

MR. R. H. ARMIT.

As the representative of free labourers, gave evidence as to free labour and labour generally since 1876. There is being formed a "National Labour Union," which is on the eve of registration (7430–2).

Free labour.

National Labour Union.

The witness had been in the hydrographic department of the Admiralty and was the author of several patents. He had, as an inventor, been brought into contact with workmen since 1876 both at home and abroad. He had travelled through Ireland as the agent of the Shipping Federation, and was in 1880 placed in charge of the free labourers on board the "Scotland" (7433–6).

He considered that the organisation of trades unions had been used for purposes to which it was not primarily adapted, and he gave several instances where delegates had been called together by the central body in London to discuss and vote on political subjects, such as the foreign policy of Mr. Disraeli, which had nothing to do with trade. For instance, the workmen who were members of the trades unions had been represented as having voted on questions of national policy, whereas as a matter of fact they had not, but it was only their delegates who had taken on themselves to do so. And the same thing is going on now (7437–42). Delegates also interfere in other matters outside their province. In one instance a foreman, who is a trade union delegate of the aggressive type, made such trouble with the men in his factory that the employer seriously entertained the idea of dismissing all his skilled hands. These men are now content to work three days a week for 1*l.*, when they

Trades Unions exceed their proper functions.

Action of delegates.

* The witness's statement of per-centages remained thus incomplete.

could earn and had before earned double. Trades unions should confine themselves to matters concerning the material benefit of the men. They are not intended to be political associations. Trade union congresses do, it is true, act as such. But when the delegates return from the congress, they ought to confine themselves to the legitimate objects of trades unionism, viz., to questions relating to work, wages, hours, sanitation, and the social position of the men. And whatever is done should be done in a friendly, and not in an aggressive manner (7456–62).

Trades unions' proper sphere of work.

The dock strike.

On the occasion of the dock strike, when the Seamen's and Firemen's Union blocked the British India and Shaw Savill lines of steamers, there existed no grievance of which a seamen could complain. There is no line, except perhaps the P. and O., that can compare with the British India, for food and organisation. Yet a block was proclaimed and these lines were stopped simply at the will and pleasure of the officials of the above-mentioned Union (7443).

The system of signing articles on board constituted the alleged grievance. This was objected to, presumably because the officials of the Union were unable to secure the custody of the seamen's advance notes so easily as they could if the signing took place in a shipping office (7443).

Shipping Federation sometimes in fault.

Occasionally, however, the men are badly treated, even the Shipping Federation having been known to break faith with some of the free labourers (7444). It is in cases like this that the trades unions can most usefully interfere for the protection of their members (7449).

Foreign competition.

Want of employment is caused by foreign competition, which often affects the labourers without touching the employers. English manufacturers find it cheaper to purchase the component parts of their manufactures abroad, and so only employ their own men to fit them together. Vast numbers of skilled labourers are thus thrown out of employment, and directly or indirectly swell the ranks of these who are competing for work about the docks. (To confirm the truth of his assertion, witness here handed in a price list issued by a Belgian firm relating to a commodity which is largely manufactured in Birmingham. Some of the articles which are priced in the list at 9*s.* 9*d.*, with 30 per cent. discount, are being sold by distributors at 16*s.* 9*d.*, and by retailers at 21*s.*, thereby showing that English manufacturers are compelled to take advantage of the relative cheapness of foreign labour to the disadvantage of the British workman and without benefitting the consumers (7449, 7450).

Mr. R. R. FAIRBAIRN.

Thames Watermen and Lightermen.

Represented the "Amalgamated Society of Thames Watermen and Lightermen," which has 6,000 members. Of these 5,500 are "financial," that is, subscribing members, while the rest are non-financial or non-paying. They are all either watermen or apprentices duly licensed by the Watermen's Company (7469–73).

Watermen's Company and Thames Conservancy, incompetency of

This Company, and the Thames Conservancy also, fails to adequately perform its duties. It allows men to take apprentices without properly supervising the carrying out of the indentures. The lads are not properly taught their work, nor are they kept in employment by the masters to whom they are nominally apprenticed; but they are allowed to follow their own devices and to accept work from others, who only give it to them because they are willing to take a lower wage than a full-licensed waterman. The Union, moreover, has no power over them. Hence there is now no real security that a barge will be well and safely navigated, such security resting simply on the fact that the men in charge have gone through an apprenticeship (7474–85).

Reform necessary not in their constitution but in their administration.

The system itself, however, is not to blame; the sole ground of complaint is that it is not properly carried out. And for this the Watermen's Company is solely responsible (7475, 8153).

Reform, therefore, should be attempted not by remodelling the system so much as by improving its working. Thus, the watermen and lightermen did not at all approve of the Bill for freeing the Thames from the present system of apprenticeship, which was introduced in 1890 in consequence of the report made by the Thames Traffic Committee. Many of the recommendations of Mr. Childers' Committee were excellent, especially that for permitting a man to get a license by simply proving his ability before a board of practical men. This proposal did not by any means involve the abolition of the system of apprenticeship (7474–9).

Suggested alterations in the present system. Apprenticeship.

Every boy ought to be placed and to remain under his master's supervision. The time of an apprentice's service, perhaps, might be limited, but, under the existing law, a lad of 20 years old, who has served for two years, is considered properly qualified to pass the examination. The Examining Board is constituted better now than it used to be, because it contains some practical men, *i.e.*, those who have been themselves engaged in the work of navigation (7481, 8159).

Undermanning.

Not only is the competency of lightermen and watermen insufficiently tested, but the barges are often undermanned. It is dangerous to allow one man to navigate a barge at night alone (7493). Out of 3,000 full watermen and 2,000 apprentices nearly 30 or 40 per cent. are now idle, because one man is doing the work of two. Barge owners constantly register their barges at less than their real tonnage in order to escape from the necessity of employing the proper number of men. There is a penalty for making these false declarations of tonnage, but the Watermen's Company takes no steps to exact it (7884–91).

Barges and lighters

A sailing ship is registered upon her displacement, a barge upon its burden (7989). A barge is a flat-bottomed boat, a lighter has a keel and is oval shaped. Of these latter there exist very few at the present time (8008). The average tonnage of a barge is from 80 to 100 tons (8014). A license is required only on the Thames (8027).

should be inspected.

The internal condition, moreover, of the barges on the river is very unsatisfactory. They need more frequent inspection. Sleeping accommodation is very bad, considering that a man is often obliged to live on board, away from his home, for a week at a time (8075–8). The cabins are absolutely unwholesome, owing to the smell of the bilge water and to the want of ventilation (8221).

Steam tugs a cause of accidents.

The use of steam tugs has tended to throw men out of employment. It is dangerous to make a tug tow six or more barges at once. Numerous accidents have taken place from this cause (7513–19). . .

They constantly violate the regulations by going too fast. On one occasion the "Livesey" was reported by two witnesses to have proceeded past Westminster Bridge at such a high rate of speed that she swamped several boats (8230, 8241–5).

The "Livesey."

Neither the Thames Conservancy nor the Watermen's Company take any trouble to enforce the rules of the river. For example, the rule that below Charlton every barge must show a white light at night is often disregarded with impunity (7904–5).

The Companies do not do the work

The income of the Company, derived in great measure from fees or licenses and on indentures of apprenticeship, is spent in paying salaries to inspectors who do not inspect, while the Union incurs an expense of about 1,000*l.* a year in doing the work which the Company leaves undone (8034–9).

They should be re-organised on a popular basis.

This state of things should be remedied by an entire reconstruction of the bodies to which the control of the river traffic has been entrusted. It might be an advantage to transfer their functions to a committee of the London County Council. In any case the authority in control of the Thames should be popularly elected. The existing authorities are representative solely of the employers, most of whom know nothing by practical experience of the conditions of navigation on the Thames (7480–2, 8067–72).

Nightwork and overtime.

Night work, involving no extra payment for overtime, is far too common, and the men are too often employed on Sunday. Sometimes, of course, Sunday and night work are unavoidable; but, whenever resorted to, they should be paid for at double the ordinary rate. That opinion was expressed by Lord Brassey. A man who has been working hard all the day or all the week, as the case might be, ought to be allowed to say to the foreman, without risk of dismissal, "Can you not give this night work or this "Sunday work to somebody else;" whereas a man is now often discharged for refusing to work after his energies are exhausted (7489–92, 7883).

Hours.

Under Lord Brassey's award, the hours now are, for quay work, 12 a day, including time for meals. Of course they are subject to variations owing to the influence of the tides. The men, however, now receive 1*s.* an hour for overtime, but if they work

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continuously from 8.0 in the evening to 6.0 the next morning they receive only 6*s*. (8087–93).

The eight hours' day.

The Union or Association represented by witness had not as yet officially expressed any opinion on the eight hours' question, whether its adoption should be optional or compulsory on all trades. It was, however, certainly of opinion, with regard to its own industry, that when a man had worked 12 hours, he had done quite enough (8094–101).

Co-operation.

A co-operative association has been formed with the object of securing the permanent employment of lightermen at the docks and wharves. Its capital is 30,000*l*., of which workmen have contributed 2,500*l*. All the capital has not yet been raised. There are outside subscribers or shareholders, and this is the reason why the society was registered under the Companies Act and not under the Provident Societies Act. It owns a tug and several barges, but it is still obliged to hire barges at a considerable cost. Profits will be divided on the same principle as in ordinary co-operative societies. In future the society hopes that the men will, out of the wages they receive, be able to save against slack times. This can be done by voluntarily refusing to take the maximum wage when at work, and allowing it to accumulate and create an out-of-work fund.

At present, however, the society gives the maximum rate of pay, and though its object is to secure regular work for its members and to raise their wages rather than to earn a dividend, it yet provides for 5 per cent. interest on share capital, and a 3 per cent. bonus to workmen and customers (7969–86, 8109–21).

Number employed.

The total number of waterside workmen in connexion with shipping, including coalies, is about 100,000 or 120,000. The statement to the effect that it does not exceed 14,000 was most unreasonable * (8053–4).

Connexion of lightermen with dock strike.

During the dock strike the lightermen came out and walked with the dockers; but having no work to leave, they could not be said to be "on strike" (8082).

Arbitration.

The witness strongly advocated the submission of all disputes to the arbitration of a joint committee, aided by a referee or umpire. Until such an arbitration had taken place the men should be obliged to continue work, and the employers to furnish employment. The men would do a great deal to avoid a strike.

The Conciliation Board of London Chamber of Commerce.

The Conciliation Board of the London Chamber of Commerce has been known to arbitrate with success. On one occasion, when Colonel Birt and Josiah Gratton were members, it settled a dispute after an hour's discussion, and the quarrel has never since been reopened. Mr. Burdon, of the firm of Burdon and Hayward, has often acted as referee at great personal inconvenience. The award made by an umpire ought by mutual consent to remain binding for at least one month, if not for three (7869–72, 7880).

Mr. J. W. CRIPPS.

Free labour engine-driver. Wages and hours. Witness quite contented.

Engine-driver at Fishers' Wharf, attended to speak in favour of "free labour." His wages were 33*s*. a week for 10 hours a day; occasionally, there was overtime, for which he was paid. All bank holidays were paid for. He had nothing to complain of. The gear was under his supervision. He had never belonged to any trade union. In consequence of his not so belonging attempts had been made to intimidate him. He had been assaulted, and the magistrate had bound his assailant over to keep the peace for three months. At the time of the great strike, he thought the course he then took prevented the hands at Fishers' Wharf turning out. All the men he now worked with had been unionists, but, with one exception, they had ceased subscribing. At one time there was a strike for a fortnight. He did not join it; the hands all came back, and an advance of wages was given to them, but not to him. Nor did he expect any. He only kept to his contract and his employers kept to theirs. In consequence of the additional wages then given, there had been less employment than formerly and the men earned on the whole less. This is now causing much dissatisfaction (7534–90).

Attempts to intimidate him.

Disadvantages of unionism.

Mr. GEO. LLOYD.

Tea cooperage.

A tea cooper at Hay's Wharf had been employed at the wharf previous to the great strike in January 1890 for 20 years. After that he joined the Dockers' Union, to act sociably towards his brother workmen, as he had been told that Union men would not allow a non-Union man to work with them. There were persons stationed at the wharf to examine the men's tickets. Those who had not Union tickets had to stop outside until all the Union men had been taken in. He was compelled to take part in the strike. Some two or three Union men on the wharf had been agitating for an increase of pay for the day men, and it was intended to petition the owners. Mr. T. Mann, discovering this, ordered the men out instead. The local secretary of the Union at first refused on behalf of the men to come out, and went to Mr. Tillett. But the latter would not listen to him, saying that he had the men's names, and that they must come out under Mr. Mann's orders. When the men went to Mr. Mann to tell him that a notice was posted up to the effect that men who went out would not be taken back, he told them that he would guarantee that they should be taken back, or, at any rate, should receive something substantial over strike pay for coming out on principle, even if the strike lasted 12 months.

When it was known that the places were filled up, the Union officials treated the men's representatives who went to them with contempt. The witness received strike pay for three months, and one sum of 5*s* over. On finding this, the men went to the wharf superintendent, and applied for leave to return to work. He told the men that their places were filled up. Again they went, and he then consented to let them in. The witness was going there the next morning, when a man rushed at him, threatening him with violence if he went in. Altogether the witness was out of work 12 months and was nearly starved. He had now been back to work nearly three months. He had not been a permanent man, but had been employed almost constantly at 8*d*. an hour. Now he had to work for 6*d*. an hour. He had left the Union, and many others had done the same. The strike had nothing to do with the labour at the wharf. He had not been consulted or forewarned about it. He had lost 12 months' pay, and 1½*d*. to 2*d*. an hour ever since he had returned to work (7772–7828).

Disadvantages of unionism.

Mr. F. THURSTON.

Amalgamated Society of Engine-men and Firemen.

Represented the "Amalgamated Society of Engine Drivers and Firemen," numbering some 700 members, of whom about 80 are employed by the "Victoria Steamboat Company" on the Thames. He complained of the long hours worked in the latter employment. On an average the drivers work 95, and the firemen 105 hours per week. The average pay is for the former 50*s*. a week, and for the latter 33*s*. This really means 6*d*. and 4*d*. an hour. At the end of the summer season a selected few got three or four days' holiday, for which they were paid. The steamboats belonging to this Company carried 200,000 passengers daily. The drivers undergo no test of capacity, and the firemen are, in many cases, incapable of helping them in emergencies. This adds greatly to the responsibility of the drivers, whose slightest error might cause great loss of life; and this circumstance renders a proper examination as to their knowledge and fitness highly necessary. The men do not work all the year round. Peahaps not more than 14 are employed now, and the rest have to find work where they can. There is some difficulty in procuring men because of the long hours. What the men principally want is one day off in every 15. It has been demanded, but no answer has, as yet, been given.

Long hours on steamboats.

Incompetency of firemen.

Fluctuation of work.

Wages and hours.

The men in the large tugs are better off. About 60 per cent. of them work in 12 hours' shifts, while the remaining 40 per cent. work long hours, ranging from 18 to 20. The wages of the drivers are from 42*s*. to 45*s*. per week, and of the firemen from 27*s*. to 35*s*. Both drivers and firemen should have certificates of competency. The shoremen work factory hours, viz., about 56½ to 60 a week (8939–9021).

Mr. JOSEPH HAVELOCK WILSON.

Is secretary of the National Amalgamated Sailors' and Firemen's Union of Great Britain and Ireland, and president of the Federation of Labour Unions (9171, 10,057).

The witness traced the history of the various unions that had been formed in connexion with sailors and the shipping trade; described the objects of his own

* Colonel Birt in saying that the number was 14,000 confined his calculations to the men employed in the docks of London (7699).

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union, and its relations both with the Shipping Federation and with shipowners generally; and gave an account of the suffering and hardships of sailors, the undermanning of ships, the insufficiency of food, and the remedies he proposed.

Seamen in 1851.

In 1851 the condition of seamen was as deplorable as it again became just before the formation of the Amalgamated Union in 1887. Wages were very low, and the ships were undermanned. In foreign-going vessels the sailors received from 35*s.* to 45*s.* a month. For coast sailing they were paid from 70*s.* to 80*s.* a voyage, which occupied usually about five weeks, and the work was very laborious (9176).

Their union.

In the year 1851, the men formed a Union called "The Seamen's United Friendly Society," which soon became powerful, and had branches in 30 different ports. There was, however, no system of central government, the various branches were only federated, each retaining its independence. To oppose this Union free labour offices were opened at several ports by the shipowners, who dispensed tickets and gave preference of employment to the holders. In consequence of this hostility the Union collapsed in 1859 or 1860, after existing for about 10 years (9176–83).

Its collapse. Wages fall.

Meanwhile with the decay of their Union, the condition of the seamen had also declined. On ships bound for the Baltic wages sank from 5*l.* to 3*l.* 10*s.* per month, and on those bound for the Mediterranean from 4*l.* to 2*l.* 15*s.* (9184–86).

The union of 1879

In 1879 another Union was formed, called "The North "of England Sailors and Sea-going Firemen's "Friendly Association," which is still in existence. It at once communicated to the shopowners a demand for an increase in wages of 2*s.* 6*d.* a week in consideration of the improvement in freights and proposed a conference. The demand passed unnoticed. The replies amounted to a refusal either to increase wages or to "confer." But upon a strike being resolved upon, an advance of 1*s.* 6*d.* a week was at once conceded. The rise, however, did not affect London or Liverpool, and other ports where no union existed; so that, if men shipped in the North were discharged in London, and so had to pay their journey back, the wages of such men remained practically the same as those prevailing in the non-union ports (9189–93).

practically collapsed in 1882. Wages fall.

In 1882 the various branches of this Union began to collapse, whereupon wages were reduced, and preference for employment was given to foreigners. Trade was better than it is now, but wages are 30 per cent. higher to-day when the men have a strong Union to protect them (9194–5).

During the period 1884–86 there remained not more than 200 members of the North of England Union (9196–7).

Attempts at reorganisation. The Vigilance Association.

Before founding the present union the witness endeavoured to resuscitate the old one, but failed. In 1886 an attempt was made in London to form a species of Union known as the "Vigilance Association." About 1,000 members were enrolled; but shipowners were on the committee, dissensions arose, and the organisation collapsed after an existence of about three months (9227–8, 9231–2).

At this time it was only on the north-east coast that any organisation really existed, and the result was that wages were 1*l.* a month higher in that quarter. The owners declared that the rate of wages did not depend upon freights, but upon supply and demand, and that if labour was plentiful, they would pay whatever wages they thought fit. The men accordingly determined in self-defence so to organise the supply of labour as to raise its value. This policy was not aggressive; on the contrary, it aimed at resisting aggression (9229–30).

The National Union of 1887,

After making an abortive attempt to persuade the committee of the North of England Union to extend the basis of their organisation so as to cover the whole kingdom, the witness in 1887 founded the National Amalgamated Sailors' and Firemen's Union. The immediate effect was to secure an increase of wages on the north-east coast from 2*l.* 5*s.*, 2*l.* 10*s.*, and 2*l.* 15*s.* per month to 3*l.* 15*s.* for sailors, and 4*l.* for firemen (9235–6).

its membership,

At the close of the year, and before it had developed any branches, the Amalgamated Union had enrolled about 2,000 members. During 1888 branches were established in Glasgow, Liverpool, Cardiff, and Hull,

and its branches.

and the membership rose to 7,000 or 8,000. By the end of the following year 45 branches were in existence, and members were being enrolled at the rate of 2,000 or 3,000 a week. At the present time the number of men that have joined since the commencement reaches a total of upwards of 130,000, so that not more than 20,000 men in the mercantile marine now remain unenrolled, and the Union has branches at every port in the United Kingdom, besides 15 on the Continent, one at Constantinople, and one at Malta (9236–40).

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It is true that there are altogether about 230,000 men in the mercantile marine; but of these, 40,000 are officers, 40,000 engineers, and 20,000 cooks and stewards, so that the number of those eligible for the Union does not exceed 120,000 or 130,000 (9240, 9425).

There are about 8,000 members of the Union in Liverpool, and about 20,000 in London (9686).

Its objects.

The objects of the Union are as follows:—"To improve "the condition and protect the interests of all classes "of seafaring men. To establish homes for seamen "in all places where the executive council may "deem it expedient. To endeavour to obtain reason-"able hours of duty, to maintain fair rates of wages "and to promote the Parliamentary representation "of the seafaring classes. To assist members whose "interests have been damaged by reason of promi-"nent services rendered to the Union. To afford "legal assistance to the members, and to use every "effort to provide for the safety of ships' work, in "order to prevent loss of life at sea. To provide a "better class of men for the merchant service, and "to see that all members, that are engaged through "the Union, be on board at the appointed time and "in a sober condition ready for work. To provide "assistance to shipwrecked mariners. To provide "funds for the relief of members in sickness or "temporary disablement, or on travel in search of "work, and for their respectable interment, and for "the relief of widows and orphans of members, as "by rule. To provide a fund for the relief of men "on strike." These ends it is believed may be best attained by banding the men together in a union, which shall comprise, if possible, the vast majority of the seafaring population of the country (9705–6).

Its number not to be computed solely by its financial membership.

It is impossible to ascertain with accuracy the union membership at any given time. A union of seamen cannot so strictly as other unions enforce a rule for striking off the roll those who are in arrear with their subscriptions, since many of the men are abroad on long voyages, and have no opportunity to remit their contributions. When a man returns he is still regarded as a member, even though he be months or even years in arrear. If, however, he wishes to receive any pecuniary benefit from the society, such as shipwreck money, he must not have been more than 13 weeks in arrear at the time when the accident occurred. There were 60,000 financial members by the last return, but the number is now only about 40,000, owing to the underhand policy pursued by the Shipping Federation in spreading among the men libellous publications against the Union (9384–90, 9443–5, 10,236–42).

Excluding members more than three months in arrear, the total membership must be reduced by about 5,000.

Subscription.

The subscription is 6*d.* a week (10,229, 10,243).

Pecuniary relief afforded by the Union.

The Union entrance fee amounts in some cases to 2*l.*, and there is an extra subscription for membership of the sick fund. The principal pecuniary benefits secured by the Union to its members are 2*l.* in case of shipwreck; 4*l.* to the relatives in case of death; 20*l.* superannuation grant where a man is permanently incapacitated by accident; 10*s.* a week sick pay; 10*l.* on death, if the man be a member of the sick fund; during a strike, 12*s.* a week, plus 1*s.* for each child. The Union also assists its members to appeal to the law (10,184–6).

The Amalgamated Union is a registered trades union and within the full meaning of the Trades Union Act (9859).

Foreign element in the Union.

About 20,000 or 18,000 of the enrolled, and 6,000 to 7,000 of the financial members, are foreigners. Many of them have married English women, reside in England, and have adopted English names. They pay entrance fees upon a graduated scale. Those who have not served on an English ship for more than 12 months are charged the practically prohibitive sum of 20*l.*; those who have served two years 10*l.*; those who have served three years 5*l.*; while those who

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have served four years pay the same as Englishmen. The majority of the foreigners now employed are in favour of this scale of fees, for it enables them to unite with Englishmen to withstand the competition of new comers from abroad.

The main motive that impels foreigners to take service in English ships is the fact that they receive better wages than elsewhere. It is in London and Liverpool that there exists the largest number of non-unionist seamen (9426–31, 9694–702, 9836).

Its financial position.

At the end of 1890 the Union possessed a balance of 31,000*l.*; at the present time it probably does not hold more than 10,000*l.* The comparative weakness of its existing financial position is mainly due to the strike at Cardiff. In 1890 not more than 7,000*l.* or 8,000*l.* was spent in strikes, including 1,000*l.* sent to Australia and 500*l.* to Scotland, The witness would not acknowledge the truth of the assertion made in the "Shipping Gazette" (the Federation organ), to the effect that the Union had spent in 1890 only 7,385*l.* in strike pay, contributions to other unions, shipwreck, relief, and sick pay, while devoting 32,346*l.* to such items as stationery, salaries, printing, legal, and general expenses. He contended, moreover, that in any case the proportion between general expenditure and that incurred in granting pecuniary benefits to members was quite defensible (9391–411).

The Union had 90 or 100 branches in 1890, as compared with 40 in 1889; its general expenditure had therefore increased in a corresponding proportion (9412).

Again, the 6,000*l.* spent in law expenses enabled the Union to recover 20,000*l.* One case at Gibraltar cost about 500*l.*, many others have cost 250*l.*, and there is one now pending which has cost 300*l.*, and, as it is about to be carried to the House of Lords, it will probably cost 300*l.* more. The expenses are also swelled by the subsidy paid to "Seafaring," the organ of the Union (9413–19).

Voluntary levies.

To meet this heavy expenditure a voluntary levy of 10*s.* a man was imposed. Those who subscribed to it are entitled to 10*s.* a week extra pay. There has been only one such levy this year, and that was for the special purpose of giving a testimonial to a certain friend of the Union (9420–23).

The facts about Mr. Friend's Union.

The North of England and the Hull Unions are both independent of the Amalgamated Union. In 1890 Mr. Friend, the secretary of the former, issued a manifesto, in which he stated that his members had been driven out of employment for no other reason than that they refused to forsake their old Union. That an unholy alliance had been concluded between the witness and the London coal porters, by which the latter had agreed not to discharge any North country coal ships in the Thames unless they were manned by members of the Amalgamated Union. The facts were these. In 1889 one of the men who had been employed by the shipowners to create dissension in the witness's union, worked himself into the North of England Union, and set himself to stir up a quarrel between the two. The difference in the fees payable to each of the Unions formed the ground of dispute, and members of the one refused to ship with members of the other, whereupon the National Coal Porters' Union attached itself to the cause of the Amalgamated, and refused to discharge vessels manned by members of the North of England. The quarrel subsided after two months, the rival unions became federated, and now work in harmony (10,026–8).

The position of officers in the mercantile marine.

Members of the witness's union often refuse to sign on when the officers of the ship do not belong to an officers' union. In insisting upon this point they certainly feel that they are strengthening their own position; but it was at the request of the officers that they first began to pursue this policy. In fact the officers need organisation even more than the men, being proportionally worse paid and worse treated. Sometimes they are paid at a rate a little over 1*l.* a month higher than the men, and they are often deprived of their certificates when ships are lost entirely owing to the neglect of the shipowner in failing to provide them with competent men and proper equipment (10,029, 10,344–50).

The officers' unions.

In 1888 the officers of the mercantile marine were very much dissatisfied with their condition and determined to organise. They proceeded to found the "National Amalgamated Certificated Officers' Union." Captain Lawrence, now the agent of the Shipping Federation, in Sunderland, was the general secretary as he was also of the "International Stewards' and Cooks' Union."

The members were dissatisfied with his management, especially with the manner in which he had secured the appointment for life, and they proceeded to dissolve the Union, forming in its stead "the Certificated Officers' Union of Great Britain and Ireland." They then sent a deputation to wait on the executive of the witness's Union, asking the witness himself to act as their honorary manager. He accepted the post, and formed 54 branches of their Union; but he never attended any of their meetings, and he severed his official connexion with them after 12 months. The officers objected to the existing Unions as being too much under the control of the shipowners, of whom there are no less than five on the executive committee of the Shipmasters' and Officers' Union in Sunderland (9446–51).

Docks, &c.

The National Union's letter to shipowners, September, 1881.

Immediately on the formation of the Amalgamated Seamen's and Firemen's Union a circular letter, dated 20th September 1887, was addressed in its name to the shipowners with the view of gaining their co-operation and sympathy. (*Letter put in.*) It informed them that the Union was prepared to supply competent men, to guarantee their going on board at the proper time and in a fit condition for work, and to pay compensation in cases where ships had been detained by members. It further announced that arrangements had been made for cashing advance notes, so that on this score the men would both suffer no inconvenience and have no excuse for not joining their ships, and it concluded with an earnest appeal to the owners to assist the Union in its efforts to provide a better class of men for the merchant service, and to secure the competency and punctuality of all the men engaged through the Union. This circular, however, did little or no good. Though approached both by letter and by deputations, the shipowners steadily refused to meet the Union half way by acknowledging a definite standard of wages, and constantly sought to engage men at lower rates than those prevailing (9241–6).

Attitude of owners towards it.

Conspiracy of owners in 1889 against the Union.

"Hornsby" and "Abbott."

In 1889 the Union became the object of a conspiracy financed by two or three shipowners, and men were imported into it with the view of creating dissension. A man named Hornsby, a paid agent of the Shipping Federation, joined the Tower Hill branch, and in conjunction with a Mr. Abbott, an expelled Union official, began to circulate libels with the intention of discrediting the witness and his Union in the eyes of seamen. When these men were brought to trial for the offence, their expenses were paid by Mr. Scrutton, a shipowner, and by Messrs. Botterill and Roche, the solicitors of the Shipping Federation. The accused were, however, convicted of libel (letters were put in to support these allegations) (9272–8).

Convicted of libel.

The witness also handed in a letter which was sent by Mr. Laws in the same year, ordering men in the pay of the Shipping Federation to go to Glasgow for the purpose of upsetting the Union Congress (9291).

Shipowners finance a rival union,

which is a failure.

In April 1890 Mr. Scrutton agreed on behalf of himself and others to subsidise a rival organisation to the Amalgamated Union which was at that time being established, called the "International Federation of Seamen, Firemen, Cooks, and Stewards." It was not a success, and never collected a larger sum than 200*l.* during its term of existence. The owners withdrew their support from it, when the Shipping Federation was started in September 1890, because they were afraid it might prove as great an enemy to them as the Amalgamated Union (9291).

In what way owners are guilty of "murder" and "robbery."

In explanation of a statement contained in the proof of his evidence to the effect that some shipowners were guilty of "murder" and "robbery," the witness said, that when over-insured and unseaworthy vessels foundered with all hands, the owners were in his opinion morally guilty of murder, and that when they withheld arrears of pay from the relatives of men who had been drowned, on the false plea that the money had been paid abroad, they were actually guilty of robbery. He proceeded to cite two cases in support of his allegations (9200–4, 9500–25, 10,177).

The Union enforces discipline.

The Amalgamated Union has never given to its members instructions subversive of discipline. It forbids them to sign articles where non-union men form part of the crew, and where the officers do not belong to an officers' union. But it has never called men out after signing articles, except when the master has taken a non-union man, after promising to engage none but unionists. In all other cases

the Union insists that, having once signed articles, the men must fulfil their contract; occasionally, indeed, the men may have left the ship after signing articles, as in the case of the "Jersey City" and in that of the "Duchess"; but they have never done so at the instance of the Union (9309–17, 9735, 10,368–70).

Its officials neither "assault" nor rob men of advance notes.

Union officials have been charged with assaulting men, and robbing them of their advance notes. Neither accusation is true. In the instance given by Mr. Laws in support of the charge, the real facts were not stated. They were as follows:—A union crew had signed on in a ship at Cardiff, after the captain had promised that union men only should be engaged. A delegate of the Union, therefore, seeing a non-union foreigner on board, urged him to join the Union, knowing that the crew would refuse to proceed to sea, unless he did so. The man promised to join, but having no money was obliged to ask the delegate to cash his advance note. The latter consented to do so, and taking the note promised to give the man the cash, minus the entrance fee, immediately prior to the sailing of the ship. He did not pay on the spot, because the man might have neglected to join his ship, in which case the advance note would have been valueless. Before the stipulated time of payment arrived, however, the keeper of the boarding house in which the man was lodging, persuaded him that the Union delegate never intended to pay. The man summoned the delegate for robbery, but the case was dismissed (9313–19).

Mr. Law's accusation and the real facts.

Union does not interfere with non-unionists.

During the strikes at Liverpool, London, and Cardiff, there was no blocking of the shipping offices by the Union men, to prevent non-unionists from obtaining employment, nor did the delegates use force to repel men who had no union tickets. The owners caused articles to be signed on board, not because they experienced any difficulty in signing non-union men at the shipping offices, but because they were thus able to impose harder terms upon the men. At the shipping offices the men are gathered together in a body, but on board they sign on singly, and individuals dare not act so boldly as a united body. The Union has taken a ballot on the subject in London, and the men have unanimously resolved to refuse to sign on board (9453–70).

It objects to practice of "signing on" on board.

"Seafaring," connexion of witness with.

The witness denied that he was answerable for all that appeared in "Seafaring," the official organ of the Union. He accepts responsibility only for those articles to which his name is appended. He did not even know the writer described as "the Man with the Carpet Bag," who had written some articles containing certain suggestions as to how Union men should behave towards "blacklegs" (9437–42, 10,133).

This paper is subsidised by the Union. The subsidy can only be withdrawn by a resolution passed at a general meeting. As the witness or the executive of the Union cannot call a special general meeting for this or for any other purpose without the sanction of a majority of the branches, the paper enjoys considerable independence, though the control exercised over it by the Union is sufficiently effective (10,245–69).

Aggressive action of Shipping Federation.

The witness considered that the action of the Shipping Federation had been very aggressive. Their chief offence consisted in insisting that no man should be employed unless he possessed a Federation ticket. Many sailors, who had worked for years in the service, were discharged because they refused to take this ticket and to sever their connexion with a union.

The preference clause.

Owing to the strength of the Amalgamated Union, the "preference clause" on the ticket has been withdrawn, although the witness had heard privately that officials have been told to give preference to ticket holders after 1st January 1892. The payment of a shilling for the ticket has also been dispensed with, but it is shortly to be re-inforced. In consequence of the preference clause, and of the payment of a shilling for the ticket, the Union now allows its members to take it, but if these objectionable rules are to be again enforced it will fight to the bitter end (9329, 9744–6).

The charge of 1s.

Objection of seamen to Federation ticket.

It is necessary to possess a Federation ticket in order to obtain employment. The Union objects to this (9330–1).

When the ticket was first introduced in September or October 1890, the Union sent out a circular note to its various branches, asking their opinion on the subject. They all objected to it, so the executive instructed members to refuse both to take the ticket themselves and to sail with men that did (10,332).

The Federation and Union men.

The Federation has announced that it does not object to Union men, but many of its members refuse to ship them, whether they have the ticket or not, and its officials have often insisted on a non-unionist being shipped instead of a unionist. In Aberdeen, a man named Sullivan was discharged because he had not the ticket. The Union took action against the captain, who was fined 6*l.*, because the man was on articles. At Cardiff, the agent of the Federation compelled men to join a union which Mr. Laws described as having 7,000 members; but, as a matter of fact, it has not had more than a thousand since its formation, while last year its total income amounted only to 700*l.* The Federation agent in Sunderland did the same, and even now he makes men join the "International Union of Seamen, Cooks, and Stewards" before he will find them employment (9937–41).

The Federation ticket does not ensure the fulfilment of contracts by the men (10,180).

Why sailors object to the 1s.

Sailors object to the preference clause, and to paying 1*s.* each for their tickets, whereby they create for the benefit of the owners a fund over which the Union has no control (10,181–2).

"Free" labour organisations.

The Federation has no right to organise what is called "free labour." Such organisations are not "free." They are formed for the benefit of persons other than the members, and are therefore directly opposed to the essential principles of trades unionism. Their sole object is to crush the Amalgamated Union (9335).

The objections of the Union to the Federation

Briefly stated, the grievances of the Union against the Shipping Federation amount to three:—

(I.) It insists on the ticket.

(II.) Individual members of the Federation try to reduce wages, and discharge their men abroad, shipping foreigners in their stead, even in cases where there is a special clause in the articles providing that men shall be discharged only in the United Kingdom.

(III.) It supplies seamen by illegal methods to ships. Their agents receive 5*s.* a head from the boarding masters and crimps for every man they take, thereby frustrating the operation of the Merchant Shipping Act of 1854 (9331).

Inefficiency of Board of Trade.

The Board of Trade has refused to grant licences to these agents; but it also refuses to take action against them for supplying men without license.

The Federation used to put on the tickets the name of a bogus union which it financed entitled, the "Amalgamated British Seamen's Protection Society," This institution has not sent in a return since 1882. Its total income does not exceed 6*l.* 13*s.*, against an expenditure of 6*l.* 9*s.* (9325).

The Merchant Shipping Act.

One of the main objects of the Union is to call the attention of the Board of Trade to infringements of the Merchant Shipping Act. It has frequently pointed out to the Board the fact that incompetent men were shipping on other men's discharges. But, though officers must have certificates, the Board has no power to take incompetent men below the rank of officers out of the ships. Hundreds of incompetent sailors have been shipped by the Federation (10,211–2).

The Board of Trade and loss of life at sea.

There is no Board of Trade inquiry concerning more than 10 per cent. of the ships lost at sea. Out of 79 ships lost in 1891 there was an inquiry only in seven cases. Although the number of lives lost in these vessels was 800, the official investigation related only to 150. On land there is always a coroner's inquest in cases of death by accident, but at sea hundreds of lives may be lost without any inquiry being instituted (10,207).

Strikes, their causes.

Most of the strikes that have occurred have been for an advance or against a reduction of wages. Negotiation is generally attempted first, because the men do not like strikes. Since the formation of the Union the violence and brutality attending strikes have greatly decreased (9875–79).

Authority of the executive to order a strike.

The witness explained that the executive of the Union had no power to order a strike, until an offer to submit the matter in dispute to arbitration had been made and rejected, except in cases where immediate action was absolutely necessary. For example, it might disregard the customary forms in ordering a strike to assist another union. The power thus vested in it ought not to occasion alarm; for it was the witness's

Advantages of "federation."

opinion that if federation existed to a greater extent, with a view to "sympathetic action," strikes would be less frequent. Employers would be more reluctant to enter into a dispute with one union if they felt that they would, in doing so, be obliged to face the combined strength of all the rest. Rather than face such a combination they would resort to any other method of settling the matter, *e.g.*, to arbitration (9471–8, 9843–8).

On being further questioned as to the effect of a federation of unions, the witness admitted that it would certainly seem to place employers absolutely at the mercy of their men. But, when it came to the point, the men would so keenly appreciate the disastrous consequences of a universal strike on the industry of the country, that, as a matter of fact, the employers would be in a position of less real danger than might be imagined, especially if they, too, were equally well organised (9958).

Conciliation boards.

Perfect organisation on both sides is the best means of preventing strikes. If the men's organisation is the stronger, they are of course tempted to become aggressive. The establishment of conciliation boards, after the model of those set up in the mining districts of Northumberland and Durham, might be an advantage; but it would be a more difficult matter to persuade the men to submit to arbitration. It is more satisfactory to deal with the owners individually. On failure to settle a dispute by negotiation, it might be advisable to try the expedient of resorting to arbitration. But for the present this must remain an open question (9908–13, 9991–7).

Hours of work.

The hours of work on board ships are, for firemen four hours on duty and four hours off; for sailors the day is divided into watches of four hours, each man being on duty every alternate watch. The time from 4.0 to 8.0 p.m. is divided into two watches called "dog" watches of two hours each. In the whole 24 hours, therefore, each man is actually at work either 12 or 14 hours (9869).

Mr. Laws' statement that 12 hours on duty does not involve more than six hours' work is incorrect. Such matters as steering, looking-out, turning yards round, hoisting, setting and lowering sails, &c. must surely be regarded as work. It is unfair to describe them as "merely exercise and no more." Sunday work, moreover, is something rather more serious than a "little very pleasant exercise" (9873).

An eight hours' day.

An eight hours' day is wanted for sailors as well as for firemen, who have it already. The Union has resolved to call upon the State to interfere with a view to regulating the hours of labour. It is better to procure reforms by legislation than by fighting employers. The law is a better weapon than a strike (9914–5).

The Employers' Liability Act.

The Legislature is also going to be asked to give seamen the same privileges as other labourers enjoy under the Employers' Liability Act. At present it does not apply to seamen either at home or abroad, and both the Acts containing similar provisions which do apply to them are defective. That passed in 1876 refers only to the seaworthiness of the ship, declaring that there is an implied warranty between owners and crew that the ship is fit to sail; while Lord Campbell's Act contains a clause exempting the owner from responsibility when a man is injured through the neglect of a fellow servant.* Since the High Court of Justice has decided that a captain is a fellow servant within the meaning of the Act, the seamen are not sufficiently well protected (9917–8, 10,208).

Mr. Laws' statement about compensation is untrue.

Mr. Laws' statement that ample compensation was given to seamen for accidents was incorrect. The witness knew of no case where a man received compensation for injuries from an owner, without steps having been taken by the Union to compel it (10,208, 10,222–4).

Special department of Union to investigate cases of "compensation" and unseaworthiness.

It is because there are already so many laws affecting seamen that some machinery must be provided for securing their enforcement. For this purpose the Union has instituted a special department which has been the principal means of bringing it into conflict with the owners, who dislike to be besieged with questions as to the wages due to seamen and the seaworthiness of their vessels (9944–7).

Legal action of Union.

In 1885 an organisation was formed for the express purpose of affording to members of the Union legal protection against individual owners; but it met with great opposition from employers, and with little support from the men. On the whole, however, the Union has been very successful in securing the enforcement of the law, both by instituting legal proceedings, and by informing the Board of Trade of irregularities. Unless it employed an army of inspectors the Board of Trade could not do this work so efficiently as the Union. Loss of life at sea has greatly decreased since the Union was formed (9978, 9980–2).

Merchant Shipping Act should be amended.

The law, however, needs amendment as well as enforcement, and the witness has drafted several Bills, with a view to their introduction in Parliament next session. The Merchant Shipping Act does not secure competency to seamen. It provides that no man shall be entitled to the rating of an A.B. unless he has seen four years' sea service; but it does not enforce the possession of any certificate to prove the fact. This defect the witness proposes to remedy (9873–95, 9353–8).

Uselessness of discharges.

Discharges are no proof of competency, for they are often borrowed, or forged, and, even if genuine, they are generally marked V.G. by the captain simply to save himself trouble. The Union maintains that the seamen, like their officers, ought to have certificates to be obtained on passing a simple practical examination after they have seen the requisite amount of service. It is further proposed to make it a penal offence for an employer to engage a seaman without a certificate. Similar regulations should be enforced in regard to firemen, stewards, and cooks. A large number of the latter are utterly incompetent, thereby causing much discomfort and discontent on board (9336–40).

Certificates.

Unionist monopoly the guarantee of competency.

It is to ensure the employment of competent men that the Union has put forward a claim for the exclusive employment of its own members. A very large number of ships are lost every year through the incompetency of the crews. The Union forbids its members to ship with outsiders in ports where it is strong; where it is weak it cannot enforce this rule (9336).

Even if competency were secured Union men would still refuse to ship with outsiders, because unorganised bodies of men are at the mercy of the employers. It is a question not only of competency, but of protection also (9331–3).

Present scale of provisions unsatisfactory.

The Union considers the present scale of provisions unsatisfactory. There is no legal scale and the witness maintained that Parliament ought to fix one. The Merchant Shipping Act, section 149, provides, indeed, that every agreement between employers and employed shall contain a scale of some sort, but it does not say what that scale is to be. The Board of Trade, it is true, has formulated a scale, which is usually inserted in the agreements; but this scale is not authoritative except in virtue of the contract in which it is embodied. Again, the men consider it insufficient, and sign their consent to it on the understanding that it will not be adhered to. Unfortunately, however, it is adhered to only too strictly. To remedy this state of things the Union proposed a new scale, which it persuaded one of the Sunderland owners to lay before the Chamber of Shipping in an amended form. But no member of the Chamber could be found to second the resolution (9247, 9360–8).

There is a law enforcing a survey of provisions, but no inspector has ever been appointed by the Board of Trade to examine them on cargo steamers. Passenger steamers, however, are inspected. The law also provides that every ship must carry scales and weights for weighing out the seamen's food, but these are never examined or re-adjusted (9366).

The law as to "notice" requires amendment.

It is proposed to further amend the clause in the Act of 1880 which now provides that, if a seaman wishes to absent himself from a vessel after signing on, he must give 48 hours' notice. This is objectionable, because on many steamers, especially the "tramps," the men are ordered to be on board within two or three hours after articles have been signed. There is consequently no time for the men to give sufficient notice, and, not being able to join the vessel punctually, they are put down as deserters. The proposed amendment is as follows: that, provided a man has been on the articles 24 hours prior to the sailing of the ship he shall give 12 hours' notice of his intention to absent himself; and, if he has signed on less than 24 hours, three hours shall be deemed a sufficient notice, and no court shall in such cases exercise

* *Note.*—Lord Campbell's Act contains no such clause. The rule complained of results from the Doctrine of Common Employment, which was modified by the Employers' Liability Act.

Docks, &c.

any of the powers conferred by the 247th section of the Merchant Shipping Act (9345).

Desertion, its decrease.

Desertions are decreasing in number. They would do so still more rapidly if ships were to sign on, whenever possible, at least 48 hours before sailing (10,210).

Payment of wages to wives. Allotment notes.

It is further proposed to amend the Seamen's Wages Acts of 1854 and 1880, so that a wife should be able to draw a portion of her husband's wages every week, and that a seaman should be allowed to leave an allotment note in favour of a savings' bank, or a registered trades union. It is hopeless to expect these matters to be settled by mutual agreement while owners and men are in their present state of mind (9343–7).

Provision is made in the Merchant Shipping Act of 1884 that all agreements shall be framed so as to admit of stipulations being adopted by mutual consent for allotment of wages in favour of anybody, but half the seamen are ignorant of the fact. If a man asks the captain for one of these notes after he has signed on he is bound to give him one; but if he makes the request before signing the captain will refuse to engage him (9362–70).

A man can now allot only half his wages, and his wife is obliged to wait two months before she can touch any of the money at all. It ought to be made possible for her to receive a larger proportion of the wages, and to receive it at an earlier date. It is unfair to allow the employer to make capital out of the seamen's wages by withholding so large a proportion of them for so long a time (9371–4).

Deck loading.

The law also requires amendment in the matter of deck cargoes. They ought to be prohibited altogether in winter, and in summer they ought never to be more than three feet high. And the law ought to be extended both to English ships bound to foreign ports, and to foreign ships coming to ports in the United Kingdom. The witness handed in photographs to illustrate his complaints in this matter (9348, 10,375).

If a ship is reported to the Union as overladen it at once communicates with the Board of Trade, which detains her and compels her to discharge the cargo. Owing to the action of the Union many owners have been convicted for bringing their ships home overladen. The case of the "Strathendrick" is an instance in point. It is not ships that cost 400,000*l.* or more that are habitually overladen, but "tramps" which cost only from 10,000*l.* to 15,000*l.* (10,340-2).

Confiscation of wages for hospital expenses.

Again, with regard to the conveyance home of distressed seamen from foreign and colonial ports, it has been falsely asserted that the owners defrayed the men's medical and hospital expenses. Hundreds of such men are put on shore abroad, treated in a hospital, and then sent home all at their own expense, the requisite sum being stopped out of their wages that have been deposited by the captain at the shipping office. The witness experienced this treatment in his own person. Wages ought not to be paid for the time that a man is in hospital, because it would encourage loafing, but they ought to continue to run while he is on his road home, and both his hospital and his travelling expenses should be paid by the employer (9348, 10,207).

Local marine boards should be reconstituted.

At present the local marine boards are generally constituted of shipowners. The law provides that the owners shall nominate six members, the Board of Trade four, and that the magistrates, mayor, or sheriff, shall be members *ex officio*. But as a matter of fact a large number of these boards consist wholly of shipowners, because the Board of Trade makes them its nominees. It is proposed that the boards should be composed of six members chosen by the owners and six by the men, and that the Board of Trade should nominate in addition four members representative of neither party. The seamen's constituency should be the Seamen's Union at the port where the board holds its meetings (9348–9).

Unsatisfactory accommodation on board.

The witness also made proposals for improving the accommodation on board ships. By law there must be at least 72 cubic feet in the forecastle. This is insufficient, and it is proposed to raise it to 120 feet. Some forecastles are only 10 feet long by about 8 feet broad at the widest part. Five or six men are put to sleep in these places, where they cannot even pass one another unless one of them turns into his bunk. This state of things prevails sometimes even on "liners," and on "tramps" almost invariably. Cargo, moreover, ought never to be placed in the sailor's sleeping place.

Again, the men have often no place in which to dry their clothes, and their beds are frequently very much exposed to wet. The witness mentioned several instances of bad accommodation, and added that he was backed up in his assertions by the reports of the medical officers for Hull and London (9351–2, 9876–99).

Docks, &c.

Vessels are frequently undermanned. Ships of 1,000 tons register which used to carry 29 to 35 men now carry only 18 or 19, of whom not more than five or six are able seamen. There ought always to be sufficient hands on board to do the general work of the ship without taking men from the "look-out" or from the helm. Ships are constantly being lost because the watch is unable to take in sail when a squall comes on. The witness, therefore, proposed that all ships, whether steam or sailing, should be manned by their tonnage, and he considered that with this manning scale it would be possible to introduce a legal eight hours' day for all the men employed on board (9352, 9929).

Under-manning.

The Bills in which the witness has embodied his various proposals have received the approval of the delegates at the annual general meeting of the Union held in October 1890 (9352–8).

It is proposed to establish "homes" for sailors in all the large ports in order to abolish "crimping." A large building has been acquired for this purpose at Cardiff at a cost of 10,000*l.*, and 2,000*l.* more will be spent on it. The shipowners did all they could to hinder the purchase. This "home" will accommodate from 200 to 300 men (9861–4).

Sailors' homes.

It appears from the Parliamentary returns for the year 1890 that seamen then had in the Mercantile Marine Savings' Bank a sum which, including interest, amounted to 264,670*l.* odd. During the year 78,742*l.* odd was withdrawn, leaving a balance to their credit of 185,407*l.* 16*s.* 3*d.* They may have some money deposited elsewhere (10,204).

Sailors' savings.

The Union incurs a great expense for salaries. Unlike other organisations of the kind, it cannot obtain honorary officers. There are about 450 paid officials, and a permanent secretary and delegates are maintained in connexion with every branch (10,198–203).

Why the Union incurs so much expense in salaries.

So far from being aggressive, the Union has offered to co-operate with owners to ensure men joining the ships in time, and to secure the employment of competent men. It inflicts upon its members fines varying from 10*s.* to 5*l.* for refusing to join a ship after signing articles. A little time ago it sent a letter (put in) to shipowners on the Tyne, informing them that it had established an office in telephonic communication with them, where from 10 to 20 men were stationed day and night with their bags fitted and ready to sail at 20 minutes' notice. The owners, however, practically boycotted the scheme, refusing to take advantage of it unless the executive council of the Shipping Federation in London consented, a favour for which they never applied (9341, 10,211–5).

The Union is not aggressive.

Picketing.

The Union complained of the stringency of the clauses of the Protection to Property and Conspiracy Act which appertain to "picketing." Some clearer definition of intimidation is required. As it is, men are often convicted on the most flimsy pretexts. The witness was not aware of any acts committed by members of the Union against free labourers which could fairly be construed as violent or intimidating. Though being of opinion that the law was too severe, he did not propose any specific amendment to it (9199–202, 10,307–24, 10,366).

Pickets are sometimes, it is true, employed in rather large numbers. As many as 400 men acted as such during the Cardiff strike. These men, however, were not pickets in the proper sense of the term, because they were all ready to leave their posts and to take ship under any owner, not belonging to the Shipping Federation, who might care to engage them (10,355–7).

Conflicts of Union with Shipping Federation.

The Union has come into actual conflict with the Shipping Federation at London, Liverpool, Shields, Newcastle, Aberdeen, Leith, Hull, Glasgow, Hartlepool, Middlesbrough, Cardiff, Newport and Swansea. The general results of these encounters has been the abolition of the preference clause and of the charge of 1*s.* for the ticket. At the time of the Cardiff strike trade happened to be very slack, and owners could afford to let their ships lie idle. Otherwise the Union would have gained a complete victory. Ordinarily, about 1,000 men are required per week to man the

The Cardiff strike.

Docks, &c.

ships in the port of Cardiff; but at no time during the strike were the owners able to obtain more than 150. These were procured from the dens of Denison Street, Liverpool, through the agency of the crimps, who drugged them and then sent them off by train to Cardiff. Many of them had never been to sea before, and the crimps who supplied them had frequently been convicted in 1887 of taking men out of the workhouse to serve in the "liners." If a proper system of certificates existed, such things could not happen (9327, 9890–2).

During the strike the witness offered, if the Federation would abolish their ticket, to remove the pickets and compel the men to resume work by stopping the strike pay of recalcitrant members and sending other men to supply their places. But this could only take place after a vote of a majority of the members in conference deciding that work should be resumed. The owners refused to withdraw their tickets (10,176–9).

Objection of Union to district registry offices.

The Union objects strongly to the system of engaging men at the district registry offices, where captains have to take the men selected for them by the official of the Shipping Federation, and where the worse type of seamen are always hanging about ready for a job (10,192–3).

The case of the "Moravia."

In February 1891 the Union delegates in Cardiff hearing that men were being detained by force on board the "Moravia" went alongside to try and get them off into the delegates' boat. This being prevented by the officers, one of the men dived overboard and was picked up by the boat. On coming ashore he stated before a public meeting in the Colonial Hall, Cardiff, that 50 men had been drugged and kidnapped and were being forcibly detained on the "Moravia." Many other men subsequently succeeded in leaving the vessel (10,105–8).

How Mr. Laws procured men in the Cardiff strike.

Mr. Laws mentioned in his evidence (5434) a letter he had received from Glasgow, informing him that there were many men in that city willing to go to Cardiff, if they could escape the Union pickets. The writer of this letter has in consequence been taken into the service of the Federation. As a matter of fact not a single man could be persuaded to go to Cardiff except those who had been captured and drugged by the Liverpool crimps. The witness gave an instance of the expedients resorted to by the Federation to bring men to Cardiff (10,110–21).

Sympathetic strikes.

At the request of the Union men in Cardiff, the "tippers" refused to load the "Glen Elder" because the captain, on the refusal of his crew to take the Federation ticket, had procured men to take their places (10,122–8).

The Union assisted the "gas stokers' strike," partly from sympathy, and partly because it believed that it was the object of the directors of the company to crush the Stokers' Union, and that the collapse of the strikers would endanger its own position. It therefore called out all its members from the ships that were supplying the company with coal. It blocked a considerable number of vessels and delayed the loading of a great many more; but it never intended to block the supply of coal to London generally, only that proceeding to the South Metropolitan Gas Works. It also attempted to dissuade the trimmers and teemers in Tyne Dock from loading ships with coal for the same gas company (10,033–49, 10,053).

The witness gave other instances of the sympathetic action of his Union.

Expenditure of Unions on strikes.

Altogether the Union has spent about 50,000*l.* on strikes, but it has also placed into the seamen's hands, by increasing their wages, about 3,000,000*l.* (9880–1, 9983–6).

It is the Union that has raised wages,

During 1889 two strikes occurred in Glasgow, in January and in June, both of which were for an advance in wages. Before the witness's Union came to that city, wages in the weekly boats stood at 1*l.* 1*s.*, 1*l.* 4*s.*, and 1*l.* 7*s.* per week; in monthly sailing ships at 2*l.* 5*s.* and 2*l.* 10*s.* per week; and in monthly steamers westward bound at 3*l.* 5*s.* and 3*l.* 10*s.*, against 4*l.* paid in Liverpool. At the present time, and in consequence of strikes, they have been raised in weekly boats to 28*s.*, 30*s.*, and 32*s.* 8*d.*; in monthly sailing ships to 3*l.* 10*s.*; and in steamers, bound west, to 4*l.* 10*s.* and 5*l.* (9884–7).

and not improvements in trade or an increased demand for labour.

The rise in wages that took place in the years following 1850 was not due either to improvement in trade or to the demand for men created by the Crimean war. In 1870 there was also a briskness of trade, and a demand for men owing to the departure of so many of them inland to work in the mines; but no very notable increase in wages was the result, because the men remained unorganised (9966).

Docks, &c.

It appears from table No. 22 in the Parliamentary reports on the progress of British shipping that the wages paid from Newcastle and Shields to the Mediterranean in 1848 were 55*s.* a month. This was an exceptional year, and in 1850 they had fallen to 50*s.* In 1860, however, they had again risen to 60*s.*, and in 1870 to 70*s.*, and in 1875 to 80*s.* The witness would not accept these figures as conclusive, and still maintained that no substantial increase in wages had been obtained except by means of the Union.

The Union assumes the credit of having increased wages to their present rate and maintained them there (10,006–20, 10,288).

Preference given to Unionists on some lines.

The Union was applied to by Mr. Holt to supply his ships with crews, and accepted the offer. Only union men are employed in Donald Currie's line, and very few non-unionists are shipped at Blyth, Sunderland, Hartlepool, Middlesbrough, Shields, Newport, and Glasgow (9669, 9679, 9681).

The owners of the White Star Line are not members of the Shipping Federation, nor are the "Cunard," the "National," the Union Steamship, nor, in fact, a large number of important companies. Some, moreover, of those owners that do belong to the Federation do not enforce the ticket, *e.g.*, Messrs. Gray, Dawes, & Co., Mr. Furness, and others (9754–62).

Advantages of engaging men through the Union.

The witness thought that it would be an improvement if the shipowners were always to be supplied with crews through the medium of the Union. In many ports they were practically so supplied whether they liked it or not. The Union always treats them fairly and supplies them with competent men, and is responsible for their conduct. The witness expected that if the Union were to inflict a fine upon a man for misconduct and he refused to pay it, the others would refuse to sign on the same ship with him. The Union, on supplying men, secures for them payment at the rate that has prevailed for the previous 18 months. If the owners wish to reduce wages, the Union expects to be consulted in the matter On the other hand, if the Union wishes to raise them, it will communicate with the owners and prove its claim. In all the principal industries, it is the rule to employ only Union men; but the employers do not find that they are thereby placed entirely at the mercy of the Unions. Shipowners however, refuse to make similar terms with seamen's organisations (10,372–4).

Shipmongers.

"Shipmongers" should be distinguished from *bonâ fide* shipowners. The former are men without capital, who go about the country canvassing for shares in a vessel, with a view of putting money into the pocket of some speculative builder, who pays them a commission. Having collected a sufficient sum to buy the ship from the builder and to pay for his own commission, the shipmonger puts himself in as manager at 200*l.* a year, and then proceeds to float other companies in the same way (10,375).

The "Donegal" and the "Rowena."

On the 20th day, Mr. Wilson was recalled to put in some papers to prove certain statements made by him in the course of his evidence. He referred to the case of the "Donegal," where the owners withheld 68*l.* 18*s.* 3*d.* from the relatives of men who had been drowned, and to that of the "Rowena," belonging to the same firm, where they retained 73*l.*, and compelled the relatives to take out probate, although there is a special clause in the Merchant Shipping Act relieving them from that necessity. They pretended that section 199 of the Act of 1854 did not apply to the case (10,649–54).

Mr. CLEMENT EDWARDS.

The Federation Trade and Labour Unions.

Is General Secretary to the Federation of Trade and Labour Unions, connected with the shipping, carrying, and other industries. He was previously Assistant Secretary of the Dockers' Union, acting at the same time as a check clerk, and before that as a general labourer. He has never worked at the docks (8614, 8758-60, 8848–51).

Its object.

The Federation came into existence nominally in October 1890, and actually in January 1891. It includes about 25 or 26 unions connected with shipping and one connected with railways. Its object is to facilitate "sympathetic action" among unions in the case of disputes (8615–8, 8742), and to counterbalance the Shipping Federation, the corresponding organisation on the side of the employers (8743–4, 8768–70).

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The witness sent in a list of the federated unions (8651), *see* Appendix 57.

and rules.

The witness handed in two copies of the rules, the original and an amended copy. The chief differences between the two are, first, in the matter of contributions; and, secondly, in regard to the establishment of district councils. Under the old rules the contribution was a halfpenny *per week* on each financial member of the subscribing union, in return for which the Federation would provide "dispute pay." Under the new rules, however, no provision is made for "dispute pay," and the contributions are reduced to a halfpenny *per quarter*. The new rules provide for establishing district councils, whereas in the old rules no such provision was made (8654–9, 8620–1).

Power of executive to order a strike.

The executive council has the power of calling out any of its constituent unions in support of a strike, and of exacting a penalty at the rate of 5*l*. per 1,000 members in case of refusal. A third of the executive makes a quorum, and the vote of a bare majority of the quorum is sufficient to order a strike. It has, however, lately been decided by resolution that a three-fourths majority of the whole executive is to be required (8660–6, 8683–7, 8619).

Even if the Federation should not be supporting a strike it will not allow any federated organisation to take up the work abandoned by the men on strike. It lays down an absolute rule that one union shall not compete as free labour against another whatever the cause of dispute (8678–80, 8920–3, 8927–32).

Responsible position of Federation

The Federation executive holds the most responsible position ever attained by a body of working men in England,—much more so than the executive of the similar federation in South Wales. The latter cannot order a sympathetic strike without the consent of a general delegate meeting (8675, 8924–6).

Strikes.

Conjointly with the now defunct United Labour Council, the Federation organised a strike which lasted from November 1890 till March 1891. Only the four Unions that were immediately affected were called out. The chief points in dispute were as to whether men should be engaged on board ship or at the mercantile marine offices, and as to the employment of non-union men (8622, 8862, 8877–83).

The sailors objected to being engaged and paid off on board, on the ground that they were thereby deprived of certain rights and privileges under one of the Merchant Shipping Acts, especially that providing for the transmission of money, and for banking at the mercantile marine offices. They further objected on the ground that they could not see exactly who their future shipmates were, and that their interests could not be so well looked after by the Union delegates if articles were signed on board (8622, 8628–30, 8858).

Not content with demanding the exclusive employment of union men, they insisted that the members of one particular union only, the Seamen's and Firemen's, should be exclusively engaged. They made this stipulation because the Shipping Federation had subsidised a "bogus union," which was not a trades union within the meaning of the Trades Union Act, *i.e.*, a "voluntary association" (8622–6, 8717–20).

The witness took a prominent part in conducting negotiations during the strike. He gave a detailed account of the correspondence that passed between the two parties (8631–2).

Results of strike.

The nett results of the disputes were that the Shipping Federation abolished the preference clause, and altered the wording of the first rules on the registration ticket so as to read "shall be issued to every *competent* sea-going person," instead of "shall be issued to every sea-going person" (8632).

On the other hand, the strike caused free labour to be introduced to do the work of coal porters, sailors, firemen, and stevedores, and many members of the Union have in consequence lost employment (8883–4).

Unfair action of Shipping Federation.

During the dispute the Shipping Federation fought unfairly. Besides being guilty of distinct breaches of faith in conducting negotiations, they got up several bogus meetings, which were falsely alleged to be representative of the trade unions of London. Under this title a meeting consisting of three men issued a manifesto at the "Rose and Crown" tavern in Old Bailey (8632–8, 8844–7).

They also armed free labourers with revolvers. The witness quoted cases that had occurred on board the "Scotland," the "St. Enoch," at the Hermitage and Carron Wharf, and elsewhere (8640–5, 8667–74, 8706–12).

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Forged discharges.

They also obtained sailors by means of forged discharges. On April 6th, 1891, a woman named Mrs. Buckner, of Welldore Square, was charged at the Old Bailey with forging discharges. The evidence upon which she was convicted went to show that she had forged 500 A.B. certificates in two months, and that every one of the men who had used them had passed through the offices of the Shipping Federation. The witness, however, had not sufficient evidence to prove that the Federation was acting in collusion with the forger (8646–7, 8714–6).

Importation of agricultural and foreign labour.

Another complaint against the Shipping Federation was that it had deliberately gone into the agricultural districts and even to the Continent in search of men, in spite of the misery caused by the already overcrowded condition of the labour market in the London Docks. The witness's organisation had received correspondence from trustworthy sources on the Continent, conveying the information that agents of the Shipping Federation were engaging labourers on the Continent to be ready to come over to England in case of a labour dispute (8648–9, 8749–50).

Object of Shipping Federation to reduce wages.

Examples can be given to prove that the Shipping Federation acts for the purpose of reducing wages. In July 1891 it offered to supply the P. and O. Company with stevedores at less than the Union rate of wages, and in the Hermitage and Carron disputes it stepped in and supplied free labour (8745–7, 8916).

Since the early days of the dispute in December 1890, it has, moreover, persistently employed a band of ruffians, called the "Eye-ball buster" gang "to move about" among the unionists (8915).

Unfair advantage possessed by Shipping Federation.

The Shipping Federation is able to exercise the functions of a trade union, while at the same time enjoying all the financial privileges of a joint-stock company, under which title it is registered. The men consider that the powers possessed by a joint-stock company of recovering contributions due from members ought either to be extended to their own trades unions, or to be taken away from the Shipping Federation. According to the Trades Union Act its registration is void, but on this particular ground the law can only be put in motion against it by one of its own members (8912–4).

Abstention from work, cause of.

The statement that men absent themselves from their work at the docks in order to drink, or because they are drunk, applies only to a small fraction of the whole. In most cases their absence is due to the heavy work, of which they cannot stand a succession of days (8761–3).

The Unions discourage the use of violence against free labourers. It is inexpedient as well as illegal. During the Carron and Hermitage disputes the witness only knew of one case, and then the Union man who committed the assault was drunk. While objecting on principle to a man consenting to work at a lower wage than his fellows, the witness fully recognised his right to accept whatever wages he pleased (8810–20).

Practical suggestions of witness. Board of Trade to insist upon "signing on" at shipping offices.

In the course of his evidence the witness made three practical suggestions. First, he recommended the Commission to urge the Board of Trade to be more stringent in insisting on men being engaged at the shipping offices (8739).

Union men to be exclusively employed.

Secondly, that the Unions connected with the shipping trade should, like the London Society of Compositors* and others, enjoy the exclusive privilege of supplying men to the employers. If no man without a Union card were to be employed, the docks would not be crowded with outsiders, coming there on the off-chance of a job. In spite of the recent rise in wages only 25 new comers came to work during the winter of 1889–90, when the Dockers' Union had closed its ranks. The witness carefully recorded every case. Not having cards of membership, and being unable to procure them, outsiders knew they had no chance of employment. To thus reduce the competition in the labour market about the docks would relieve the ratepayers of the locality from the necessity of supporting so many paupers. In any case the inmates of the workhouses ought to be made to do some profitable work. To give the Dockers' Union the monopoly of dock work would, no doubt, make it a close corporation; but this would be at any rate a smaller evil than that which exists at present. The men's Unions would not supply officers for the ships. They should be provided by an Officers' Union. It is not proposed to

* There is reason to doubt whether the said Society enjoys this privilege in every case.

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give this monopoly by legal enactment (8764–7, 8840, 8868, 8900–3).

Arbitration board to be established.

Thirdly, that an arbitration board be established on which employers and employed should be equally represented. The Board should itself elect an umpire, the chairman having for this purpose a casting vote. It should have power to settle any disputed question, including the rate of wages. It should compel employers to produce their books showing their profits. They should be allowed to retain the same interest on their capital as that paid on Government Consols, with the addition of a reasonable amount as insurance on the greater risk involved in private enterprise. Five per cent. would be a very fair interest. The Unions should be under contract to support the decisions of the Board. They should be compelled to fill up the places of such of their members as refused to work under the terms of the arbitration. On failing to do this they should be sued for breach of contract (8754–7, 8821–36, 8885–96).

MR. ARTHUR R. ABBOTT.

The International Federation of Stewards, Seamen, and Firemen.

Represented the International Federation of Stewards, Seamen, and Firemen. He has acted as an officer of the National Amalgamated Sailors' and Firemen's Union, of which he has opened several branches and he has also been connected with the North of England Union (9022, 9025, 9062, 9083–9).

The International Federation of Stewards, &c. is a simple organisation, not an association of unions. It was founded in the autumn of 1890, and now has from 850 to 900 members. Foreigners who have served four years on British ships are eligible; but no branches have been established abroad. Members pay an entrance fee of 2*s.* 6*d.*, and a subscription of 3*d.* a week (9022–4, 9063–9).

Hours.

Hours of labour are necessarily unfixed on board ship. Perhaps the average is between 72 and 80 hours per week. Seamen have no holidays, even on Sundays, except by special permission of the master. This is the rule in port as well as during the voyage. Men are engaged by the voyage (9030, 9035–41).

Wages.

At present the average rate of wages is 4*l.* 2*s.* 6*d.* or 4*l.* 5*s.* a month. In the North, however, it is as high as 4*l.* 15*s.* There are no deductions unless a man is disrated (9031–2).

A uniform rate of wages at the different ports is desirable. It should be obtained by the action of the Shipping Federation and the trades unions, combined in a board of arbitration (9026–8, 9102–7).

How a seaman's wages should be paid.

It is also desirable that a considerable part of a man's wages should be paid every week. Under the present system a wife has to wait perhaps a fortnight before she can touch any of her husband's wages.

Allotment

Fully two-thirds of the sum due ought to paid by the employer into the shipping office every week, and the seaman's representatives on shore ought to be able to draw it at once, as from a bank. This rule ought to be made compulsory, even in the case of men who have no relatives, otherwise owners would give preference for employment to those who did not require the money to be so paid. In case it was not drawn out, the account should be transferred to the port where the man is to be paid off (9037, 9074).

Undermanning.

The witness considered that ships were not so well manned as they were in 1880, when Mr. Clark Russell called attention in a speech to the dangers attending "the modern system" of undermanning. The introduction of machinery is partly responsible for this. Steam capstans, for example, make it possible as a rule to economise labour; but they are quite useless in a gale. In the opinion of the witness ships are never seaworthy at night unless there are three men and one officer on deck. They should never be built so small as not to be able to carry six men before the mast. The witness could mention more than a hundred vessels that did not fulfil this condition (9044–5, 9077).

Employers' Liability Act.

The witness desired that the benefits of the Employers Liability Act should be extended to seamen on board ship and abroad. At present it only applies to them when in English ports (9046–7).

Foreign labour.

He also objected to the importation of foreign labour. Foreigners are ignorant of the rules framed for the protection of seamen, and so enable the employers to break them with impunity. On the other hand, the officials of the National Seamen's Union ought not to complain of shipowners importing foreigners, when they are doing precisely the same thing themselves. Last year an Englishman often had to pay 50*s.* in order to join a union, whose officials were at the same time engaged in enrolling foreign members abroad with no proof of service and no entrance fee at all. The witness was a secretary of the Union at the time, and, as such, was able to give a specific instance in support of this statement (9048–9, 9078–89). Docks, &c.

Provisions.

Reform was also needed in the matter of provisions, which were deficient both in quality and quantity. (The witness handed a biscuit to the Chairman, and put in a copy of the bill of fare contained in the articles of service for the "Autocrat") (Appendix 70). It was absurd, he considered, to feed men in July off Cape Horn in the same way as men in March round Ceylon (9050–8, 9108–9).

Unionists and non-unionists.

It is certainly objectionable for union men to refuse to work with non-unionists, if trades unions are to be carried on in such a way as to keep every honourable man outside them (9056).

Black-listing.

The witness stated that a man that is in the habit of acting as a representative of the employed, even though he may only have taken part in perfectly legitimate agitations, has a worse chance of obtaining employment than his less prominent associates (9057–8).

Strikes.

Strikes have been very numerous in the shipping trade. The witness led one on the Tyne in the autumn of 1888. The fight was not severe; no ships were stopped, and the men obtained an advance in wages, from 3*l.* 10*s.* to 4*l.* a month. Upon the success of this strike the men that were employed on the same class of boats in Liverpool stood out for a similar advance, but failed to get it. The National Seamen's Union promptly took measures to retrieve this failure, and the witness's men were called out to aid in a national strike before they were properly prepared to stand up against their employers. The affair caused great distress to the men and great loss to the owners. Had there been a board of arbitration in existence at the time, all this might have been prevented (9059).

While acting as secretary of the London district, the witness was compelled by order of the executive at Sunderland to call out the men employed by the General Steam Navigation Company. The owners refused to treat with him, because he was not himself one of their employés. He received no support from the society he represented, only obtaining the assistance of the shoemakers, who sent 5*l.* The men were receiving 25*s.* a week when they struck. The owners, however, paid 27*s.* a week to the substitutes they procured from Yarmouth, Colchester, and elsewhere, and, because they were being paid so highly, the men on strike felt obliged to let them go in to work (9059).

At a later date occurred the strike against the Federation ticket. The witness proposed to allow union men to take it, on the ground that it did no harm to trades unionism; but he was overruled in the meeting which resolved to strike. Even the preference clause, he maintained, did not hurt union men (9059).

Board of arbitration.

To prevent strikes, the witness suggested the appointment of a board of arbitration (9060).

Discharges.

He also was of opinion that the clause in the articles allowing men to be discharged abroad ought to be rescinded, and that the Board of Trade should insist upon masters as well as men giving 24 hours' notice of discharge (9060).

In order to prevent the forgery of discharges, the witness suggested that a man should be given a continuous discharge or certificate, containing no reference to character or ability, but only to time of service. As matters stand at present, men not only ship on false discharges, but join the unions on them also (9110).

Union administration, how far defective.

There are several weak points in the administration of the unions. They are intolerant of opposition in their debates, and so deprive themselves of the chance of improvement from within. They are obliged to trust their leaders without sufficiently investigating their acts. And, lastly, their journals often misrepresent the state of affairs, and deceive the men as to the nature of the cause for which they are called upon to fight. They have even called the Labour Commission a fraud (9059–60, 9098–101).

MR. W. P. LAND.

Seamen's registry offices. Registration.

Was originally a seaman, and is now in the service of the Shipping Federation as "registry superintendent" of the Thames district. The Seamen's Registry Offices were opened in the latter end of last year. Any ship's officer, on producing his certificate

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of competency, and any A.B. seaman or petty officer, on producing proof of four years' service, can register for employment. For other grades, proof of shorter service is sufficient. For the registration tickets a fee of 1*s.* is charged, but, on inability to pay, they are given free. The men are required to sign the tickets, thereby undertaking to abide by the rules; especially Rule 6, pledging them to proceed to sea in the ship on which they have signed articles, whether the crew are or are not members of the Seamen and Firemen's Union. Many applications are daily refused owing to insufficient proof of sea service. In the Thames district alone 12,000 men have registered within the last 12 months (7591–5).

Hostility of unions to system.

The system has met with great hostility from the unions, and from the portion of the press subsidised by them. Continual attacks, in the sense of intimidation and rough usage, have been made on the seamen registering, and quite 40 convictions have been obtained. On one occasion 20 to 30 men, led by an official of the "Seamen's and Firemen's Union," attacked the witness in a savage and cruel manner, whilst going on board one of Savill & Co's. steamers. Every effort to find the ringleader proving unsuccessful, the witness did not prosecute (7596, 7608–25, 7696).

No inducements are held out to seamen to register themselves, beyond the prospect of obtaining employment in Federation ships; but after January next all men who have done so, and have been of good conduct for the immediately preceding six months, will participate in an accident insurance scheme without payment of premium. No question is now asked whether the men are unionists or non-unionists (7597–9).

Number of registered seamen.

The witness had heard that there were 200,000 registered men throughout the country. In the Thames district alone there are 12,000. Sailors now find it difficult to get employment unless they have a Federation ticket.

Foreigners.

Foreign seamen are registered provided they can show four years' service in English ships. The proportion of foreign to English seamen is increasing. They get better pay and are better treated here than in their own country. They get precisely the same wages as Englishmen. Shipowners, however, know that they are open to work for less, and therefore in some places prefer to employ them. When men are supplied by "crimps" there is special danger, in the case of foreigners, of the crew being composed of persons ineligible for Federation tickets. Foreigners are sometimes preferred because they are better behaved. Whilst they are what is called "green," they are often better behaved than Englishmen, but when a foreigner gets drunk he "beats an Englishman hollow," and becomes quite mad and uncontrollable (7672, 7686–713).

London Seamen's Mutual Protection Society.

In 1872 there was a "London Seamen's Mutual Protection Society," of which the witness was a member. Unfortunately the "new unionism" has swallowed up all the members.

United Riggers' Association.

The witness is also a member and secretary of the "London United Riggers' Association," numbering about 230 riggers and comprising the whole of the trade. This "union" has procured for the men 1*s.* per day extra for out-door work during the winter months (7567).

Wages.

The rate of wages for seamen from the port of London is 4*l.* 10*s.* a month in steamers across the Western ocean. As a rule, firemen get 10*s.* a month more than seamen. In sailing vessels 3*l.* 10*s.* a month is the pay in vessels going southwards (7676–85).

Necessity for unions if properly conducted.

The witness expressed himself in favour of "moderate trades unions" and believed it to be necessary that workmen should combine to keep the advantages they have, and to protect themselves against unscrupulous employers. The men would gain a great deal more by negotiating on equal terms and as a body with their employers than they are ever likely to do by rushing into strikes (7714–22, 7742–53).

Shipping Federation does not lower wages.

So far the Shipping Federation has always refused to interfere in a wages dispute. It is in no way antagonistic to the unions of the men. Its men are allowed to ship at any wages they like and are not bound by the union rates. If a captain applies to it for a supply of men below the usual rate, its officers simply inform the men of the application, and leave them to judge for themselves whether they will accept the terms (7737–41, 7754–64).

Seamen and Firemen's

The secretary of the "Seamen's and Firemen's Union" claims that of the seamen and firemen now going to sea a third belong to his organisation, but this is doubtful. This Union has certainly brought about an improvement in the wages paid to seamen and in accommodation and food on board ship, but if it had pursued a less aggressive policy the advantages it would have secured would have been much more numerous (7725–37, 7742–53, 7765–8).

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Union, how far a benefit to seamen.

Mr. VERNON WESTON.

Shipping officer at the "Sailors' Home," Wells Street, representing the directors of the home, stated that it was founded in 1835 for the protection of seamen from extortion and robbery. Its inmates now number about 200. For four years, from March 1886 to December 1889, the witness had a license to supply men to merchant ships. It was then withdrawn, as it was also from all similar institutions.

The Sailors' Home, Wells Street.

The license had been originally granted in consequence of the representations of the boarders and others of the impossibility of getting employment on board ships in the port, in consequence of the officers employing "crimps," who would only put forward the men residing in their own boarding houses. They charge seamen a fee of 5*s.* to 15*s.* and petty officers from 20*s.* to as much as 80*s.* It is an open secret that some portion of this fee is paid to the officers of the ships (7829–38).

Crimping.

The charge of a fee is the essence of crimping. Men ought to be engaged through the "mercantile marine offices," but lately this practice has all but ceased. The officers take them from the crimps without knowing where they come from or anything about them. This is now done openly, though not by the better class of officers. Mr. Gray, of the Board of Trade, had often instructed the witness to find out and report to him any case of crimping he might come across, and he had done so. The Board of Trade says that as there are now "mercantile marine offices," licenses are unnecessary, and the consequence is that the "crimps" supply the men. During the four years the home held a license no complaint was ever made (7838–47).

The witness knew that pressure had been brought to bear on the Board of Trade by boarding-house keepers in London and Liverpool, and that it was difficult to draw the line in granting licenses; but he thought that it was better for the public and the seamen that such should be granted under heavy restrictions and to responsible persons. Seamen now do find difficulties in shipping. It is impossible to forestall the crimps and low boarding keepers. When the home and other similar institutions had licenses, the "crimps" could not get at the inmates. Neither owners of ships nor even the officers of the Board of Trade know the extent of the evil (7848–68).

Licenses a check to crimping.

Mr. H. FRIEND.

Represented the North of England Sailors' and Seagoing Firemen's Association, which is federated with the National Amalgamated Seamen's Union, and has its head office at Sunderland.

North of England Sailors' and Firemen's Association.

There are 1,800 financial members and perhaps 2,000 names on the books (10,376–82).

Membership.

Wages in the Sunderland district are 95*s.* to 100*s.* a month and 32*s.* 8*d.* a week. The weekly men supply their own provisions. In the monthly ships the daily wages average 3*s.* 2*d.*, in the weekly 4*s.* 8*d.* Men paid "by the run" receive a lump sum according to the distance; from Sunderland to London would be about 50*s.*, to Cardiff 65*s.* (10,385–9).

Wages.

The men complain of the imposition of fines for petty offences, and of the high prices of articles bought on board. For tobacco, for instance, they allege that the captains charge twice as much as they must pay themselves to get it out of bond. The profit accrues to the captain (10,390–4).

Fines and high prices charged on board.

From 12 to 24 hours' notice is necessary to terminate an engagement.

Notice.

Sailors work 14 or 15 hours a day, or from 106 to 107 a week (10,395–9).

Hours.

Complaints are still made of the unseaworthiness of ships, but they have diminished since the Unions have taken up the question. There has always been an abundance of stringent legislation, but it has never been enforced.

Unseaworthiness of ships.

The accommodation for the men on board is very unsatisfactory.

Accommodation on board.

The encouragement given by shipowners to foreigners is a great and legitimate cause of complaint. They

Foreigners.

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should be prevented by law from working for lower wages than Englishmen (10,400–6).

Relations between employers and employed.

Many of the North of England shipping firms are on excellent terms with the local unions. Some of them employ exclusively union men, and disputes, when they occur, are adjusted with much less friction in consequence. Of course, if this was the general policy of shipowners, non-unionists would have great difficulty in finding employment. Unionists, however, are much more trustworthy workers.

Blacklisting has occurred (10,408–12).

Connexion of Wilson with witness's Union.

With regard to the manifesto mentioned in Mr. Wilson's evidence (10,027), the witness explained that Mr. Wilson had been a member of the Union since its formation in 1879, but having different ideas on trades unionism from the other members, seceded and formed a union of his own. He then asked his old union to combine with the new, but the members refused. A little friction arose and the unions began to boycott each other; but they shortly came to terms and federated, practically upon the principles first advocated by Mr. Wilson.

"Sympathetic" strikes.

The North of England Union accepts the principle of "sympathetic strikes." The men called out of the "Black Diamond" were among its members (10,413–22).

An eight hours' day, and a manning scale.

The witness was not prepared to advocate an eight hours' day for seamen. He desired first to secure "the passing of the manning scale." An eight hours' day without a manning scale would do more harm than good. But shorter hours have already been secured for the firemen by trades union effort, and there is no reason to suppose that similar efforts on the sailors' behalf would be unsuccessful. The 22 boats on which the firemen are now working on the short hour system make quicker passages (10,423–43).

All ships except liners are now undermanned. No vessel of 350 tons should carry less than six A.B.'s. Wages nowadays are a very small item in the expenses of a voyage (10,444–52).

Strikes.

Since 1879 the witness's Union has spent 400*l.* in strikes. Very few have occurred and these have been of short duration. The Union has always been successful. Most of the money was spent in opposing the Federation ticket (10,467–71).

Boards of conciliation.

A board of conciliation would be welcomed by the men. When they approached the owners on the subject, they made it a condition that it should apply only to unionists. The witness did not see that the condition was unreasonable or incapable of acceptance (10,504–20).

The Union is a member of the Federation of Transports Trades, which the Shipping Federation called into existence (10,474–8).

Crimping.

Crimping could be best kept down by the establishment of "homes" such as Mr. Wilson described. The Shipping Federation deliberately encourages "crimping." In Sunderland it has frequently applied to crimps for men.

The Federation ticket.

Instructions are given to captains to give the preference of employment to men with Federation tickets (10,492–503).

MR. J. B. LEE:

Provision scale a great cause of complaint among seamen.

A member of Mr. Wilson's Union is a seaman of 20 years' experience in all classes of vessels in the Mediterranean, Black, and Baltic Seas. The witness considered the provisioning scale to be the cause of a very large portion of the dissatisfaction which exists among seamen whilst at sea.

In the first place the present scale as sanctioned by the Board of Trade is insufficient. Secondly, masters too readily for some slight cause put the whole crew on the lowest limits of the scale, by which they are deprived of many minor luxuries, such as onions, pepper, or suet.

There is also a wearisome monotony in the scale. The witness had more than once been with deputations to the owners on the subject of provisions, but his complaints were always pooh-poohed (10,521–45).

Seamen make their complaints to their Union, and its officials take them up, but the Union desires "the co-operation of the Government" (10,647).

"Discharges," uselessness of system.

The discharge and character system is useless and puts the country to needless expense. It was intended that a discharge should be a certificate of character, but in practice a good discharge is no such guarantee, since the captain at the end of a voyage gives all discharges alike to save himself further trouble.

Docks, &c.

Board of Trade "certificates."

The witness suggested some form of practical examination for seamen, and the issue of certificates by the Board of Trade (10,546–50, 10,582–4).

Accommodation and method of wage payment.

On the subject of accommodation on board ship and the payment of wages to seamen's wives, the witness agreed with the evidence of Mr. Wilson (10,551–61, 10,578–9).

Hours.

A sailor works 12 hours a day, but not throughout at the same pressure. Sometimes he works more than 12 hours.

An eight hours' day.

An eight hours' day is sufficient for a man to work and there would be no difficulty in applying it to seamen. Overtime is paid for special work (10,567–77). The action of the Union has effected an increase in the sailors' wages (10,601–2).

MESSRS. W. CAMERON and T. ATKINSON:

The strike of 1889 and its consequences to witnesses.

Both ship labourers in the employment of Shaw Savill, and Albion Company, shipowners, gave their experience of the strike of 1889 and its consequences to them.

MR. CAMERON stated that before the great strike he had been in constant work. He joined the Union because the superintendent told him to do so on pain of dismissal, as the ships would again be blocked if non-union men were employed. He had before been threatened by the Union. Between April and May he had been "called out" five times, for a fortnight, 10 days, or even for a week at a time, and he had lost a great deal of work. After one of the last strikes he and other men withdrew from the Union. They had got tired of the constant "calling out" and the loss it occasioned them. Since then he and the others had been taken on as permanent weekly hands. Wages by the week were lower than they used to be. He considered that he had been much better off before the strikes. When any of the hands were injured at their work, the Company still paid their wages. Their pay now was 5*s.* a day, and 1*s.* overtime (8276–8311).

Dissatisfaction of many men with unionism.

MR. ATKINSON said that before he joined the Union he was boycotted for four months. He was then a stranger and could not find any one to propose him. He remained a member for 10 months and left it because he got tired of being "called out" so constantly. Most of the men had been Union men, but they have now ceased to be members. He had been a seaman all his life, and had only been in "Shaw, Savill's" nine months. He worked at anything or anywhere on board a ship. Eighty or ninety men are employed by the firm. Their work is to clean down a ship and to do all the chipping and painting. The Union had now taken all the painting and chipping away so that there were not now half the number of men employed that there used to be. The threats levelled at him before he joined the Union were very violent. He could not go outside without a policeman, and could get safely home only during daylight, as men were lying in wait for him (8312–30).

The only grievance that the witness now complained of was in reference to the treatment he received during the strike. He was now going on comfortably enough with the Company, although he and the others made more money before the strike, when more men were employed than now. He had then made as much as 50*s.* or 60*s.* a week with overtime. The work was never more than a man could fairly do. 5*s.* for eight hours was always the day's pay. It was very rarely that any work was done on a Sunday. By the action of the Unions work for sailormen like himself had been diminished.

Authority of witness to speak.

The witness said he represented himself before the Commission. What he meant in the paper he sent in, which stated that he represented some 40 or 50 men, was that that number of men were working with him and that their case was the same as his. He had been summoned before the Commission and that was all he knew (8330–8410).

MESSRS. W. RIGBY, E. BECKFORD, and MR. JOHN JAY.

Why the witnesses left the Union.

Labourers in the same service, had heard and confirmed the evidence of the two previous witnesses. All the men in the employ of the firm were perfectly satisfied with their employers. They were originally all union men; but they had now withdrawn, because they found it "did not pay." They had been called out too often, and were never sure of a week's work

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on account of petty disputes cropping up continually, and "Shaw's" gang was always the first to be called out. They had shown their summonses to attend to their mates and also to the firm. No one had said anything for or against their attending. Mr. Cameron was right when he said he represented 40 or 50 other men (8411–41).

MR. J. BOWALL.

A tea cooper attended to give evidence against Mr. Mann.

A tea cooper at Hay's Wharf, said he had been at that wharf 24 years. He had belonged to a union, but after the last strike at the wharf he destroyed his union ticket. He was originally pressed to join it because all the other men he worked with were members, but all the same he did not approve of the leaders. He was unable to work during the strike. He and the others had had interviews during the strike with Mr. T. Mann, the president, who told them that the Union had made a great mistake. On hearing this, they went to the superintendent at the wharf, who agreed to take them on again next morning. They all came down to begin work, when they were stopped at the gates by members of the Union. He was the only man that went in. The others had offers of 14*s.* a week to stop out. Next morning he was stopped by 30 or 40 men threatening all sorts of things. They said "all men are turned "out on strike by Mr. Mann's orders." He was then placed under the care of the police, and, if he went out for a walk alone, he was in danger of his life. He did not suffer so much inconvenience now, although he was abominably abused the week before last. But the great majority of the old hands now approve his conduct and are sorry they stopped out, seeing that they received only 14*s.* a fortnight for so doing.

The witness, in answer to Mr. Mann's question, stated that he came before the Commission "to give evi- "dence against the chairman of the Society, Mr. "Tom Mann." He had read a personal threat in a newspaper. It was a speech of Mr. Mann's, which the witness construed as intended to excite feeling against himself. At coopering men work piece-work. The price had not been increased, and he made less money when he was a member of the Union. No one had asked him to give evidence. He had offered to come of his own accord (8422–500).

MR. JOHN SENNETT.

Stevedore.

A stevedore, and a late member of the "General "Council of the South Side Labour Protection "League," said that he came to give evidence on his own account. He considered the effect of the strike had been to bring labour from all parts of the country, and to crowd the labour market. The men who had fought the battle in the streets were now starving. He retired from the League last May when a strike occurred at Spratt's Biscuit Works. There was a rule amongst the men there that no man should work who had not a union card. This caused such great inconvenience that the management could not stand it, and one day four of the leading men were told to await the arrival of the manager. When the rank and file heard this they all turned out. The witness did not approve of this, because it was against the rules of the League to strike before receiving orders from the executive; but the men's action was upheld, and they received strike pay. He left in consequence. The League did its best to starve him out, and blocked him everywhere; but he found work at last. He had often been threatened, but did not mind that much, as he could hold his own pretty well. He had worked as a grain porter and stevedore. He was now employed at the Hermitage Wharf, and got 50*s.* a week on the average. Wages are 7*d.* an hour and 9*d.* overtime; meal times are paid for at night. He generally worked four days a week and two and half nights. Most of the men he worked with were old union men who, like himself, had left the Union. They were all satisfied with their present employment. In his particular calling higher wages are paid now than before the strike.

Evil effects of the great strike.

Strike at Spratt's Biscuit Works.

Witness's wages and hours of labour.

Higher wages since the strike, but harder work.

According to the experience of the witness a large number of men who had work before the strike had now little or none. At the time he had personally been in favour of the great strike. It advanced the rate of wages; but at the same time it increased the amount of labour, since the employers, having now to pay high wages, take care that they have their money's worth out of the men. They were not so sharp before.

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He believed that the balance of the money subscribed in Australia for the dockers had been expended in fighting employers at Hay's Wharf and elsewhere, leaving many poor fellows to starve.

Where the subscriptions from Australia went to.

The witness also gave evidence about a letter he had heard read by a man of the name of "Shearer," addressed by some one of the name of Ross, to the effect that the "Strike Committee" had given him (Shearer) 10*s.* to do something which he had not done, and that they therefore declined to pay any more. The man "Shearer" had said that the business alluded to was to throw vitriol on the witness and his mates, as they went to their work, but he did not believe it (8501–613).

The witness and Shearer.

MESSRS. H. ORBELL and J. ROSS.

The case of Shearer.

Attended before the Commission to contradict the evidence of Mr. Sennett (8501–613), to the effect that they were told by a man of the name of "Shearer" that the Union were going to use "revolvers and vitriol." "Shearer" had been employed and paid by the Union under the following circumstances. During the strike at the "Carron and Hermitage Wharves," "Shearer" came to the witnesses and said that he thought he could get inside the wharves and persuade the free labourers who were working there under the auspices of the "Shipping Federation," that the strike was in reality owing to an attempt to reduce the wages of the men 6*s.* a week, and that the Shipping Federation had publicly disavowed any intention to interfere with any quarrel arising out of an attempted reduction of pay. He also said that he could get them to attend a meeting at which the Union officials would fully explain the causes of the strike. He asked that six union men should be told off to assist him. The witnesses, although they both distrusted him, acceded to his request, and told off six men to accompany him. When these men returned, they declined to have anything further to do with "Shearer," as instead of going to the wharves or the meeting, he had told them the meeting was a bogus meeting, but that if they wanted to do anything really useful they must entrap "Sennett," who was a leader among the blacklegs, and give him a severe hiding, since then, in all probability, the blacklegs would lose heart and leave off working against the Union men. On being told this, the witnesses determined to get rid of "Shearer," and, to do so, they paid him 10*s.* and told him to go about his business. The whole story about revolvers and vitriol throwing was untrue, the Union having never even contemplated such a thing.

The Shipping Federation and free labour.

The witness Ross further stated that the free labourers supplied by the Shipping Federation were not aware that the "strike" was on account of a threatened reduction of wages, and if this could have been quietly explained to them, they would have discontinued working. He concluded that the free labourers were supplied by the Federation, because, on twice going to the dock office of the Federation, he had seen a notice posted up to the effect that "Men were wanted to unload ships at the uptown wharves"; but he admitted that the notice was not signed by any official of the Federation, although he thought somebody was there instructing the men as to what they were to do. He had no further evidence to offer (9111–70).

MR. M. E. DARBY.

Glasgow branch of Seamen's Union.

A seaman; joined the Seamen's Union about three years ago, and organised the Glasgow branch, which enrolled from 6,000 to 7,000 members in 12 months.

The seamen were then very disorganised and very discontented. The Union raised wages in Glasgow 20*s.* to 25*s.* a month, and 5*s.* 6*d.* in the weekly boats (10,699).

After acting as secretary to the branch for 18 months, the witness left.

International Stewards', Seamen's, and Firemen's Union.

At this time he was asked to become agent to the Shipping Federation, but he refused, having already engaged to found a new union at Glasgow, to be called the International Stewards', Seamen's, and

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Financed by shipowners.

Firemen's Society. This Union was intended to be on friendly terms with the employers. He subsequently learnt that it was financed by them (10,655–67).

"Abbott."

He then had communication with Abbott, who was imprisoned for a libel on Wilson, and on his release was employed as secretary to a branch of the International Union at Shields (10,670).

The witness himself had been boycotted by the shipowners for his activity in the interests of seamen (10,671).

Witness employed by Shipping Federation, but resigned. His reasons.

He subsequently took employment under the Federation owing to stress of circumstances, but he found that society so much opposed to the interests of seamen that he resigned (10,674–8).

Conciliation boards.

The fact, too, that the Federation had not redeemed their pledges, given to him personally with reference to conciliation boards, placed him in a false position towards the seamen, who looked to him for their fulfilment (10,685).

Before he ever saw Mr. Laws the witness was sent for by Messrs. Donald and Taylor, shipowners, who expressed to him their anxiety to create a better feeling between employers and employed, and asked him for his assistance, especially with regard to boards of conciliation. There was, however, something suspicious about their manner.

Foreign seamen, employment of.

At the shipowners' request the witness drew up a scheme with regard to the employment of seamen. He naturally gave a preference therein to "Britishers." But the owners objected to this, and declared that the presence of a foreign element was an advantage and regulated the labour market.

He revised the scheme in accordance with their wishes, and it was sent to the Chamber of Commerce in London, to be laid before a future meeting. This turned out to be a meeting of the chamber and of the local shipowners for the purpose of pushing the Federation scheme (10,706–15).

Crimping.

The Federation encourages crimping by engaging men from unlicensed boarding houses, and it puts temptation in the way of its officials to take "tips" for giving men jobs (10,688–90).

The witness had heard that the Federation, through its secretary, had paid a fine imposed on a crimp (10,739–43).

Undermanning.

He complained of the general prevalence of undermanning, especially on the "ocean tramps" (10,692).

Mr. ROBERT PLEASANCE.

Seamen's Union, Tower Hill branch.

An able seaman, the late secretary of the Tower Hill branch of the Seamen's Union, stated that he ceased to belong to the Union in 1889 in consequence of a dispute about the admission of a man of the name of Hornsby, who was alleged to be in the pay of the shipowners. Hornsby was afterwards charged with libelling Mr. Wilson. His defence was financed by Messrs. Botterill and Roche, the representatives of the Federation.

The case of Hornsby.

Hostility of shipowners to Wilson and his Union.

Mr. Scrutton, the chairman of the Shipowners' Association, gave the witness to understand that he would support financially a rival to the Seamen's Union, and the latter went to Glasgow at the expense of the Shipping Federation. He was present at a meeting between Mr. Laws, Captain Lawrence, and Mr. Abbott, when it was arranged that they should go down to Liverpool at the time of the Trade Union Congress, to hold meetings in opposition to Wilson. Captain Lawrence represented to Mr. Laws that they would no doubt be able to give Wilson "a good showing up," and induce a great many members to secede from his Union. Mr. Laws seemed pleased, and gave Captain Lawrence 25*l.*, promising to pay another 25*l.* in Liverpool. He gave him strict injunctions to have a good report of the meeting, as the gentlemen wished to see something for their money (10,748–75).

Witness's personal connexion with Federation.

The witness appears to have stated in his memorandum laid before the Commission that he had a personal complaint concerning the conduct of the Federation towards himself. He now denied that he was ever in its employment, or that he, personally, had anything to complain of. The Federation had behaved well to no one.

The heads of his memorandum were made out in the first place by himself (10,777–80).

Mr. W. A. ALLISON.

Docks, &c.

The Seamen's Union, rise of wages due to.

A fireman and engineer, stated that he had been at sea 18 years, and was a member of the Seamen's Union. He had joined it to better his condition. Previous to his sailing for Australia wages were very low, only 3*l.* 10*s.* across the Western Ocean, but when he returned he found they were 4*l.* 15*s.* and 5*l.* a month. He remembered a conflict between the Tower Hill Branch and the executive of the Union about a man of the name of Hornsby. This man made a bitter attack on the character of Wilson, the Union secretary, who thereupon sent orders to Pleasance (the last witness) to exclude him from the Tower Hill meetings, and to make inquiries about him. Hornsby was spending a great deal of money among the men, and on being expelled from the Union he persuaded a considerable number of the members to resist the action of the executive. He showed Allison a pamphlet in which certain charges were made against Wilson, and the witness after reading it came to the conclusion that if the charges were true Wilson must be a fraud, and not a fit secretary of the Union. Hornsby was sued for libel, and some of the shipowners assisted in his defence. Allison then changed his mind, and thought that the whole affair was a "conspiracy" on the part of certain shipowners to crush Wilson, and through him the Seamen's Union. He therefore severed all connexion with Hornsby. He had been asked by Mr. Scrutton to keep the rebel members of the Tower Hill Branch together, and Scrutton promised to give them preference of employment. When the witness mentioned a visit he had paid to Sunderland, Scrutton expressed a wish to obtain the assistance of Mr. Friend's Union, the local Union, in fighting Wilson. After the judgment was given in Hornsby's case, Scrutton sent the witness to get 500 copies, saying with great glee that this would prove a blow to Wilson, that he should not forget him in Sunderland in 1887, and that "we should have him in a Government suit of "clothes, as he was a rascal robbing the sailors by "spending large sums of money in law suits" (10,781–97).

"Hornsby."

Attitude of shipowners.

Mr. W. KEY.

North of England Sailors' and Firemen's Union.

Was for many years a sailor, and is now a fruiterer and commission agent. Till a week ago (November 1891) he was a trustee of the National Sailors' and Firemen's Union, and he is now a member and trustee of the North of England Sailors' and Firemen's Union, which he represented before the Commission (10,800–1).

Unsanitary condition of ships. Evils of present system of wage payment,

This witness corroborated the evidence of Mr. Wilson as to the unsanitary condition of ships, and with regard to the present method of wage payment he declared that shipowners were to a certain degree morally responsible for the prostitution which prevails owing to the length of time that wives have to wait for their husbands' money. Wages should be paid weekly from the very first week, and not only after the first month.

and of allotment notes.

Allotment notes should be abolished. Seamen sometimes have to pay 10*s.* in the £ to get them cashed. The owners will pay them only at the termination of the month, and only if the seaman has actually taken ship (10,802–13, 10,866–74).

The seaman is the best judge of what he should allot his family during his absence (10,882).

An eight hours' day for sailors.

A legal system of shorter hours for sailors the witness considered quite feasible. Of course in bad weather all must work regardless of hours.

The change would necessitate larger crews.

A manning scale.

A manning scale should be introduced on the lines of that laid down in Mr. Wilson's draft Bill. All ships except "liners" are undermanned, but even liners might have an addition to their crew (10,814–26, 10,837–59, 10,920–36).

The provision scale unsatisfactory.

The present provision scale also is unsatisfactory both in quality and quantity. An increase of 4*s.* a week in the cost per man "would meet the requirements" (10,830).

The unionist is a better man.

The witness strongly recommended the employment of Union men. Competence should be the test of fitness, and Union men are generally the most competent. Shipowners should not engage a man unless approved by the Union (10,832–6).

Conciliation.

Strong organisation on both sides and the establishment of conciliation boards are the best preventatives of strikes. Sailors generally are favourable to conciliation, and have approached the owners on the

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subject. The witness would approve of a State board of arbitration. He was not aware that it had been made a condition by the seamen in their negotiations that a system of conciliation should apply only to unionists. Of course they intended to protect their own class. Union men do not consider non-unionists to be practical sailors, and the witness would certainly protect Union men and only Union men (10,943–55).

MR. W. GRAFFUNDER.

Cardiff Boarding Masters' Guarantee Association.

Has been a seaman, and is now a member of the "Cardiff Boarding Masters' Guarantee Association" and a boarding master. This Association came into existence in consequence of the Act of 1880 abolishing advance notes, and in order to supply the need of a system of guarantees for cash advances, since employers refused to trust their seamen. There was then no legal method of making any advances, except by cash.

Promoted the Seamen and Tradesmen's Union.

In 1890 this Association promoted the Amalgamated Seamen's and Tradesmen's Union, which the witness represented (10,957–8). This Union has a membership of 83 tradesmen and about 5,000 seamen (10,962).

Membership and object.

Its object is "to provide a better class of seamen for the merchant service," to see all such seamen on board at the appointed time in a fit and proper condition to proceed to sea, and to establish conciliation boards to mediate in disputes (10,963).

Entrance fee and subscription.

Seamen are admitted at an entrance fee of 2*s.* 6*d.* and a subscription of 3*d.* a week.

"Desertion," prevalence of.

The Guarantee Association has cashed hundreds of notes and refunded the money in cases of desertion.

Tradesmen have no remedy when a seaman absconds in this way. Very frequently when a man cashes a note he has no intention of proceeding to sea. He probably goes to a neighbouring port and plays the same trick. Now to put such a man in the county court would be a farce. But the practice ought to be stopped. The Association suggests that the Board of Trade superintendent should be authorised to certify the claim to be a debt for necessaries, &c., and endorse an application to sue in the police court; that the court should then "garnishee" the man's future earnings, and in case of fraud, punish by imprisonment (10,971–8).

Remedy.

Anomaly in Act of 1880.

The witness considered that desertion had increased since the Act of 1880, and that the law should be amended, especially as regards what is called "harbouring deserters." At present there exists the anomaly of having abolished imprisonment for desertion in the persons of principals and retained it in those of accessories (10,999, 11,003).

Advance notes.

The average value of an advance note is about 3*l.*, 5 per cent. is the usual charge for cashing it, 10 per cent. for discounting it. The witness had known 15 per cent. charged. 50 per cent. might be charged, but only in the shape of increased prices of goods sold. 60*l.* represented the witness's losses during the last 13 months for about 400 men in the year (11,055–71).

Constitution of Union.

The Union has not yet (November 1891) published a balance sheet, as the annual meeting is in January 1892. There are 10 seafaring men and 10 tradesmen on the executive committee, which meets monthly. Branches have been opened at Bury and Newport. The Boarding Masters' Guarantee Association, not the Union, kept the free labour books of the Shipping Federation for six months (11,032–6).

Attitude of Wilson to rival Unions.

The witness desired to see "a healthy rivalry" existing between the various unions. Mr. Wilson's Union had persevered in a very aggressive attitude towards his own. In fact its coercive policy called the latter into existence. Seamen were forcibly prevented from obtaining employment in Cardiff if they could not pay the Union entrance fee of 30*s.* and sometimes of 20*l.* On one occasion a delegate of Mr. Wilson took an advance note from a seaman, and out of 2*l.* 7*s.* 6*d.* deducted 7*s.* 6*d.* for entrance fee. From a fireman they took a note of 4*l.* and kept the whole of it. No legal proceedings were taken in these cases.

Intimidation.

Intimidation was frequently resorted to. A member of Mr. Wilson's Union got a month's imprisonment for "collaring the witness" when conveying a body of men from the station to the docks. The witness cited other instances (10,980–98).

There must have been 15 or 20 prosecutions of union men for intimidation during the Cardiff strike (11,100).

Neither the Boarding Masters' Association nor the witness's Union financed the prosecution of Mr. Wilson; nor had the witness personally anything to do with the matter (11,043–50).

Docks, &c.

Prosecution of Wilson witness had no connexion with.

MR. S. SAMUEL.

Is an honorary member of the Amalgamated Seamen's and Firemen's Union and an "outfitter." His motive for joining was to give the Union his assistance in counteracting what he believed to be "the unfair "action of the National Seamen's Union, whereby "seamen were debarred from joining ships except "on the terms laid down by its officials" (11,112–3).

Unfair action of Wilson's Union.

The witness considered that the creation of the Shipping Federation had been an undoubted advantage to the men and trade of Cardiff, since it has resulted in the restoration to the men of much of their former freedom of action. The fact that it has done so, is the cause of its success (11,114–6).

Shipping Federation.

At Cardiff Mr. Wilson's Union inaugurated a seamen's home, and an outfitting store on the lines of most boarding houses, where sailors belonging to the house had to buy their outfits.

Wilson's "Seamen's Home" at Cardiff.

They are better off when they can stay at respectable boarding houses, and can buy their outfits where they like (11,112–3).

A board of conciliation would probably have avoided the Cardiff strike (11,117).

Conciliation.

Discharges as now existing the witness considered useless. A system of "continuous discharges" should be introduced similar to the practice adopted in most foreign sea services. It tends to bring forward a better class of men (11,116–23).

Continuous discharges.

The Legislature having wisely legalised advance notes ought to protect the trader from fraud by some speedier remedy for the recovery of the money. The creditor should be able to "garnishee" the future earnings of his debtor. This would put a stop to desertion, the detection of which would be facilitated by the continuous discharge.

Advance notes.

The Board of Trade should issue the blank advance notes; at present they are sold by stationers and others, a system which tends to favour forgery (11,124–9).

Five per cent. is the usual discount on advance notes; it does not, however, cover the risk. Three days, or maybe a month, elapse before they are paid.

The Seamen's Union charges 5 per cent. for cashing a note (11,130–49).

MR. REUBEN MANTON.

Is employed in the North Sea fishing fleet and belongs to the "National Federation of Fishermen," which has branches on the east and west coasts, and a total membership of about 5,000.

National Federation of Fishermen.

The federationists are men over 20 years of age, who have seen four years' service.

Great dissatisfaction has been caused among them by a recent Order in Council providing that any man of two years' service, who has passed a qualifying examination, may ship as a second hand on board a trawler.

Generally speaking, in this industry apprentices are being superseded by "casuals," although apprenticeship is still in favour at Grimsby. The system, however, is one which requires careful attention, as evil results follow if boys go too young to sea (11,154).

Apprentices *versus* casuals.

The yearly earnings of a fishing boat average about 43*l.* 4*s.* 8*d.* per man and boy. Perhaps 30*s.* would be the weekly wage of about 15,000 fishermen in the United Kingdom when constantly employed. Some may earn a little more; a few, perhaps 1,000, as much as 100*l.* a year.

Wages.

Some 2,000 fishermen are working on the profit-sharing system; and the trade contends that this is the most remunerative method of conducting the industry, while the fishermen themselves consider that they would lose caste by working on any other plan (11,239).

Profit sharing.

Formerly, all hands were so paid (11,241). Now, however, some men are in receipt of a weekly wage; but these are also represented in the Union, and the witness acted as their mouthpiece before the Commission (11,243).

Fishermen classify their earnings in three divisions, namely, "gross money," "net money," and "clear money." "Net money" is that which remains

Docks, &c.

after the pontoon and sale expenses have been deducted; "clear money" is that left after another class of expenses has been met, and forms the fund out of which the shares are apportioned (11,156).

Unfair practices of employers.

Before the apportionment is made, however, some expenses are deducted which the men think ought to be borne exclusively by the employers. If a man is injured, for example, and is obliged to go to a hospital, his employer should bear the entire cost of supplying the vacant place instead of charging the co-partnership. The "Deep Sea Mission" has tried to establish this point in favour of the men (11,156–7).

Again, the employer himself often acts as the fish salesman, and, as such, receives a commission of 5 per cent. upon the gross sales. Generally, however, he proceeds to engage another person to sell the fish at a weekly wage, amounting to a sum considerably less than that realised by the commission, and puts the difference into his pocket. This is the policy pursued by the "fish rings." The share fishermen contend that they ought to be charged only to the extent of the wages paid to the man who actually sells the fish. They object to paying, in addition, a profit out of the transaction to the employer (11,158).

Furthermore, when after the shares have been apportioned a rebate is returned, the master and mate not content with taking two and a half shares of the eight into which the "clear" earnings of the boat are divided, do not share it among their co-partners, but keep it to themselves. The witness complained of this practice and hinted doubts of its legality (11,158).

He also took exception to the action of some employers, of Messrs. Hewett & Co., of Yarmouth, and Gorleston, for example, in making deductions for loss of nets, use of plant, &c. Under a system of profit sharing, where the men are in the position of co-partners, such deductions are quite unjust, besides often entailing a greater loss upon them than at first sight appears. For it frequently happens that the amounts deducted for loss of a net, &c. reduce their earnings below the sum at which they become entitled to a bonus (11,158).

The legality has not been tested at law.

Though the fishermen believe these practices on the part of their employers to be illegal, they have never tested the question at law, owing to the difficulty of procuring sufficient evidence to prove a case (11,159–69).

Docks, &c.

There are few complaints about the food; each man provides his own, but the men complain of being often obliged to buy it at their employers' store, where the prices are sometimes exceptionally high. At Grimsby, for example, the employers keep a co-operative store where they sell blocks of ice at 17*s.* 6*d.* per ton, which can be obtained elsewhere for 15*s.* A big strike would alter this state of things, but fishermen as a body are opposed to such a remedy. Conferences have been held between the men and their employers, but the only result has been to lower the price of ice and of the freight to London (11,175-87).

High prices unjustifiably charged by employers.

Hours of labour.

There are no fixed hours of labour in the fishing industry, but the Government might assist the men by reducing the hours in "steam" fishing vessels. Men that are paid by the week consider that when they have been working seven days a week continuously at sea they ought to have one day's rest on shore in lieu of Sunday, without being deprived of pay, while the share men insist that they should not be called on to pay for a substitute. At some ports, notably at Hull, something has been done to meet the views of the men, but still eight or ten weeks sea fishing is such hard and exhausting work that rest is absolutely necessary, and the men ought to have it without being called upon to find substitutes while the ship is in port. If men go to sea weary there is great risk. Two men were at sea 312 hours. and during that time they worked 216 and 220 hours respectively, *i.e.*, 62 hours over and above 12 hours a day for 13 consecutive days. Sunday work is the rule (11,188–97).

Unseaworthiness of boats and inadequate inspection.

The Life Saving Appliances Act ought to apply to fishing boats. and their seaworthiness ought to be officially certified every year, and not merely by the "Employers' Mutual Insurance Survey," which, from the men's point of view, is a farce. The inspection of equipment, pumps, &c., &c. is very inadequate. The Board of Trade ought to take the subject in hand, and if it has not sufficient authority its hands ought to be strengthened. A more thorough inspection under some public authority is absolutely necessary (11,197–202, 11,220–23).

The Board of Trade should also endeavour to diminish the risks attending winter "fleeting" (11,219).

No foreign competition.

Fishermen are not benefitted by the Employers Liability Act, which does not apply to them (11.210). They do not suffer by competition from abroad, except that foreign boys are taken as apprentices (11,215).

ABSTRACT No. I.

STRIKES AND LOCK-OUTS.

STRIKES AND LOCK-OUTS.

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LIST OF WITNESSES.

I.—EMPLOYED.

(a.) *Dockers.*

MR. FRANK BRIEN, Dockers' Union and Fish Porters of the Port of London.
MR. THOMAS McCARTHY, wharf and dock labourer and Dockers' Union.
MR. JOHN ATKINS, member of Executive Council of Dockers' Union.
MR. HENRY STYLES, district secretary of Dockers' Union, and dock labourer.
MR. MICHAEL HART, wharf, ship, and barge labourer, and member of Dockers' Union.
MR. MORTIMER COSTELLO, wharf labourer and district secretary of Dockers' Union.
MR. WILLIAM SALTER, dock labourer and branch secretary of Dockers' Union.
MR. BEN TILLETT, general secretary of the Dockers' Union.

MR. JAMES WELCH, dock labourer and member of Dockers' Union.
MR. JOHN POLHILL, dock labourer and non-unionist.
MR. JOSEPH ROSS, organiser of Dockers' Union.

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(*b.*) *Stevedores.*

MR. JAMES DONOVAN, of the Amalgamated Society of Stevedores.
MR. ROBERT CRIDGE, of the Amalgamated Society of Stevedores.
MR. STEPHEN SIMS, Amalgamated Stevedores Labour Protection League.
MR. JOHN SENNETT, ex-member of the South Side Labour Protection League.

(*c.*) *Corn Porters and Ballast Heavers.*

MR. JOSEPH FALVY, South Side Labour Protection League.
MR. CORNELIUS DONOVAN, Ballast Heavers' Society.

(*d.*) *Watermen, Lightermen, &c.*

MR. RICHARD ROBERT FAIRBAIRN, of the Amalgamated Society of Watermen and Lightermen.
MR HARRY ORBELL, waterside labourer, and member of Dockers' Union.

(*e.*) *Tea Coopers.*

MR. GEORGE LLOYD, at Hay's Wharf, ex-unionist.
MR. J. BOWALL, ,, ,,

(*f.*) *Engine Drivers, Steamship Workers, and Firemen.*

MR. J. W. CRIPPS, engine driver at Fisher's Wharf, Rotherhithe.
MR. ARTHUR R. ABBOTT, International Federation of Stewards, Seamen, and Firemen.
MR. HENRY QUELCH, South Side Labour Protection League and Steamship Workers' Society.

(*g.*) *Seamen and Sailors.*

MR. ROBERT HENRY ARMIT, retired seaman, hydrographer, and land surveyor.
MR. WILLIAM PATERSON LIND, retired seaman, now registry superintendent for the Shipping Federation.
MR. WILLIAM CAMERON
MR. J. ATKINSON
MR. JAY
} In the employ of Shaw, Savill, & Co.
MR. JOSEPH HAVELOCK WILSON, retired seaman and general secretary of the National Amalgamated Sailors' and Firemen's Union of Great Britain and Ireland.
MR. HENRY FRIEND, of the North of England Sailors and Seagoing Firemen's Association.
MR. J. B. LEE, seaman.
MR. WILLIAM KEY, sailor, and trustee for the National Sailors and Firemen's Union.
MR. WILLIAM GRAFFUNDER, seaman, and member of the Cardiff Boarding Masters' Guarantee Association.
MR. REUBEN MANTON, of the National Federation of Fishermen.

(*h.*) *Dock Clerks and Foremen.*

MR. ALBERT EDWARD EARNSBY, foreman, free labourer in connexion with the Shipping Federation.
MR. GEORGE BARHAM, of the Association of Foremen and Clerks of the Docks of London.

(*i*) *Official of the Federation of Unions connected with Shipping and Carrying.*

MR. CLEMENT EDWARDS, general secretary to the Federation of Trade and Labour Unions for shipping and carrying.

II.—EMPLOYERS.

MR. WILLIAM EGERTON HUBBARD, chairman of the committee of the London, St. Katherine, and East India Docks Company.
MR. GEORGE ALEXANDER LAWS, general manager of the Shipping Federation, Limited.
COLONEL GEORGE RAYMOND BIRT, general manager of the Millwall Docks.
MR. WILLIAM BECKET HILL, of the Wilson, Hill, and Allan Lines.
MR. WILLIAM LANGRIDGE, head of the shipping department of Messrs. Gray, Dawes, & Co., of the London Docks.
MR. JOSIAH GRIFFIN, secretary and manager of the Surrey Commercial Docks Company.
MR. HUGH COLIN SMITH, wharfinger and part proprietor of Hay's Wharf.
MR. JAMES GREIG, wharfinger, of Free Trade Wharf, Ratcliffe.
MR. THOMAS ROBB, superintendent of labour to the Shipping Federation.

STRIKES AND LOCK-OUTS.

I.—CAUSES OF STRIKES.

ENUMERATION OF CAUSES GIVEN BY WITNESSES.

G. A. Laws, 4981. "Union men have refused to work under the following circumstances: first, because non-union masters, officers, engineers, or seamen were employed; second, because of owners declining to employ members of one union only; third, because wages of officers and engineers were not in accord with union ideas, though satisfactory to those employed; fourth, because landlord cattle were shipped; fifth, because vessels had loaded at a port where men were on strike; sixth, because the vessel in question was owned by a person residing at a port where men were on strike; seventh, because the vessel was owned by a Federation member; eighth, because there has been a dispute between two unions about the work; ninth, because the workmen refused to discharge in original packages; tenth, because workmen insisted upon shipowners employing unnecessary tally clerks."

R. H. Armit, 7443. "Sometimes delegates get up strikes because they are not employed for political purposes, and they find agitation is a paying game."

H. Friend, 10,409. "I might state that the principal causes of these (strikes in connexion with shipping) were: attempts made to reduce wages in the first place, attempts made to reduce the number of men carried on board the ships, and also the union men refusing to sign articles with non-union men. The last attempt made was that the shipowners tried to compel the men to accept a ticket which they, in their opinion, did not consider justifiable."

A.—WAGES.

(a.) *For Advance.*

J. Atkins, 906. "The bonus system was really the cause of the beginning of the strike," *i.e.*, the Dock Strike, 1889.

B. Tillett, 3856-7. The great Dock Strike of 1889 was for an advance of wages, as well as to consolidate the working hours.

G. A. Laws, 5239. "That was a wages strike," *i.e.*, for direct advance in wages.

A. R. Abbott, 9059. "I led, in the fall of 1888, a strike on the Tyne . . . I do not think the wages would have been raised, as they were on that occasion, if we had not made a stand."

"Naturally the men in Liverpool thought they should have 4*l.* a month in the same class of boats . . . and the result was a strike took place there. It was rather a failure, and when the National Seamen's Union were preparing to remedy this failure we had a national strike called upon us before we were prepared."

"Also, when acting as secretary for the London district, I was compelled to bring out . . . the men of the General Steam Navigation Company. It happened that those men were only getting 25*s.* a week and having to find their own provisions. I corresponded with the secretary of the General Steam Navigation Company, requesting him that he would receive a deputation or in some way raise the wages. He sent me a reply that he regretted he was unable to negotiate with anybody but the employers of the firm, and the result was that I had to bring the men out on strike."

J. Havelock Wilson, 9191. In 1880 the secretary of the North of England Sailors' and Seagoing Firemen's Friendly Association under instructions of his committee issued a circular letter to the shipowners of Sunderland, Newcastle, Hartlepool, Middlesborough, and Blyth, asking for an increase of

9193. pay in view of an advance in freights. "The shipowners paid no attention to this circular whatever . . . But in order to avoid aggressive action we appointed a deputation to wait on the various shipowners. When all efforts at conciliation had failed the men resolved to strike, with the result that they got their demand."

9884. "We had two strikes in Glasgow and they were both for increase of wages. We had a strike in January 1889 and also in June 1889."

9888. The considerable advances in wages in Glasgow have not been "conceded without a strike."

(b.) *Against Reductions.*

STRIKES AND LOCK-OUTS.

After the Mansion House Agreement about 30 minor strikes took place in the district from the London Bridge to Limehouse, owing to refusal of the wharfingers to comply with that agreement. "The result has been very satisfactory indeed for the men . . . they have obtained their 6*d.* and 8*d.* and pay for meal time, and in most cases they have got a reduction of the hours of labour that they used to work." M. Costello, 2005-8.

"Since the strike of 1889 there have been constant disputes, and every one of those has arisen in consequence of attempts made by employers to deprive the men of any little advantage they might have gained. Since then a strike took place in connexion with our organisation (South Side Labour Protection League) at Messrs. Keen's, Shad Thames. There was an attempt to cut down the piece-work rates which had been settled long before. The men resented that, and a strike ensued. They were out for some four or five weeks." H. Queich, 2385.

The strike at Messrs. Keen's was "in consequence of an attempt on the part of Messrs. Keen to reduce the price of the work to the piece-men which he had previously signed an agreement to pay, and in that case it was only the old rate of wages that had been paid between 1871 and 1872." J. Falvy. 2640.

"In 1874 the master stevedores attempted to reduce our pay and the Society (of Amalgamated Stevedores) had a conference with . . . the brokers and owners, and it was settled in one day. We maintained our position. We were only out one day." J. Donovan, 3355.

"After the great strike was finished there was another petty strike (at St. Bride's Wharf) for the meal time half-hour." The men "came out for a few days and they received their meal time half-hour." M. Hart, 1739.

The special strike at Hay's Wharf begun on 17th January 1890 was because the men claimed to be paid for meal hours. By the employers this claim was held as a direct violation of the Mansion House Agreement. But the employés took another view:— H. Colin Smith, 6352. Cf. G. Raymond Birt, 6950. F. Brien, 65, and 198.

"Previous to the great strike being settled at the Mansion House, the proprietors of Hay's Wharf posted a notice on the exterior of their warehouse practically assuring the men 6*d.* an hour without stoppage for meal time. The men thought that agreement binding, but when the Mansion House Agreement was signed the firm bound themselves by it, I suppose with the object of facilitating their own views."

This matter, together with a division of the men into two gangs, for piece-work and day-work respectively, gave great grievance to one-half of the men; "meetings were held and negotiations entered into with the proprietors which did not result beneficially, so the men themselves determined to strike, which they did."

"The part I took in the (Carron Wharf) dispute was to turn out against the reduction in meal times." J. Ross 9117. H. Orbell, 9153.

"I explained the whole position (to 'the man Shearer') and showed (him) that the dispute was against a reduction of 6*s.* per week."

(c.) *On account of Local Variations.*

The Liverpool strike may be quoted as an example of a strike which, though ostensibly for a simple advance of wages, was immediately set on foot by a comparison with the higher wages on the Tyne. A. R. Abbott, 9059. J. Havelock Wilson, 9265.

(d.) *Against Deductions or Fines.*

The fish porters' strike (Port of London) was against a deduction called "bobbing money" made by the men at the barrows, called "bobbers," on the porterage money for each package of fish. "Although a man may be employed (in the Billingsgate market) by a buyer to carry his fish, that porter after he is engaged, after the buyer has purchased his fish, absolutely has also to pay for the right of carrying it. If the fish salesman's man does not carry it out, then the fish porter must put his hand in his pocket and tender a penny. If they did not pay that penny to carry the one trunk it is positive they F. Brien, 781-2.

STRIKES AND LOCK-OUTS.

"would not get the chance of carrying the second "trunk. The men have turned out of the market "and struck against the system but it has been of no "avail."

R. R. Fairbairn, 7505-6. Demurrage charges caused a dispute with barge owners.

B.—HOURS.

Very few strikes are referred to in the evidence as having been directly caused by disputes about hours. But excessive length of hours and too great continuity of work are spoken of often as heavy grievances.

B. Tillett, 3855-7. The great Dock Strike is spoken of as having been partially caused by the desire to consolidate the working-hours, and one of its effects in Millwall Docks was to reduce overtime work.

G. Raymond Birt, 6924. Overnight work is spoken of also as part cause of a strike.

R. R. Fairbairn, 8078. "That was part of our complaint" (*i.e.*, of the Amalgamated Watermen and Lightermen of the Thames) "why we came out on strike."

7494. "The result of the arbitration of Lord Brassey was "that a man should only do one job of a night."

Holiday work was part cause of the Peninsular and Oriental Company's labour dispute.

S. Sims, 6861. "We gave them, *i.e.*, the P. and O. firm, notice on "the 3rd June that our annual holiday would take "place as usual, and asked them to grant the usual "facilities. We heard nothing . . . till the night "before the holiday, and then they posted a notice to "say that they required the men to work the next day. "We had no objection to the men going to work, but "it is found to be necessary to place some restriction ". . . therefore it is customary to pay double rate; "when an employer requires them he pays double rate "for the holiday." On this same day there was a "matter of five or six employers had men and paid "them the usual rate of pay, but the P. and O. firm "refused to do that, and in consequence our men have "been locked out." "We have asked them to give us "a conference and they have refused."

C.—CONDITIONS OF WORK OTHER THAN HOURS OR WAGES.

R. Manton, 11,219. The National Federation of Fishermen had several large strikes previous to November 1890, against winter-fleeting, *i.e.*, going out to the North Sea and staying there for eight to ten consecutive weeks. "Our contention was that winter-fleeting would conduce to "loss of life, and subsequent events proved it was so." "In spite of our resistance, winter-fleeting is now an "accomplished fact. We do not now propose to strike "against winter-fleeting . . . or for the unattainable."

J. B. Lee, 10,528. Mutinies and desertions are attributed to insufficient provisioning and accommodation for seamen.

H. Styles, 1264. 1174-97. Differences with the Hill Lines are alleged as taking place "on an average once in every three weeks," on the subject of the number of hands to be employed in the gangs working on the "so-called co-operative" or contract system.

H. Quelch, 2385. "Innumerable disputes" are alleged to have arisen at Messrs. Keen's, "in consequence of the employment of boys."

D.—IN CONNEXION WITH TRADES UNIONS AND THEIR RULES.

(*a.*) *Against Non-Unionists or Free Labour.*

J. Donovan, 3358. Dispute between stevedores and British India Companies attributed to the employment of Federation free labourers.

B. Tillett, 3938. The Cardiff strike also was caused by introduction of free and Federation labourers.

G. A. Laws, 4955. Cf. J. Havelock Wilson, 9453 and 10,122. The strike of the Hill Line men at the Royal Albert Docks in February 1891 was caused by refusal "to put "the men on at the outside gate" (*i.e.*, at a point where the men could be compelled to show their Union tickets).

W. B. Hill, 6450. J. Sennett, 8508. In May 1891, "a certain strike broke out in Spratt's "Biscuit Works, Bermondsey . . . There was a rule "there that the men would not work with any man "who had not got a Union card." If a non-union man appeared the "delegate would say he must go out and "get a card before he could go to work." That was the order of the men. "It was on those grounds the strike "took place. It got so that the management really "could not stand it."

J. Havelock Wilson, 9671-4. A strike took place on board "City of Chicago," because two non-union men had been articled.

(*b.*) *Against signing Articles on board Ship.*

STRIKES AND LOCK-OUTS.

The "Wades Arms" United Labour Council of the port of London issued a manifesto in December 1890, calling on men working on the Shaw Savill, New Zealand Shipping, and British India Lines, to cease working until the men were no longer signed and discharged on board ship, and until they were again signed at the usual shipping offices provided by the Board of Trade. 3525.

J. Donovan, 3525. One witness denied that the strike took place on the ground of signing on board.

W. Becket Hill, 6455. Clem. Edwards, 8622. But another attributed the serious strike all over the Albert Docks to signing on board. And this view was supported by two further witnesses.

(*c.*) *In connexion with Blacklisting.*

J. Havelock Wilson, 10,101. J. Havelock Wilson, 9827. "In firms where they are able to carry out what they "call the black-list system, there have been several "very severe strikes." They have taken place "in the "north of England through this very same principle. "A man leaving an employment goes to apply else-"where; he is asked, 'Where have you worked last?' "'Well, I worked at such a yard.' Then they send "down to this place to see whether there is anything "against him. If they find anything against the man, "according to their idea, then he is dismissed. There "have been some heavy strikes in the north from "that. That is what they call the character note "system, and it is now entirely abolished."

H. Quelch, 2585. Another witness quoted blacklisting in connexion with a strike at the firm of Bevington and Morris, at Bermondsey. "Complaint was lodged against the "whole body of the men, and we were told we could "leave if we liked. We took the employer at his word, "or rather the manager, for we never know our "employer as a rule. I went out. I tried at several "places for employment. I was told that they had "been informed that we had left on strike, and that they "did not want any strikers there . . . For three "months I was out of work."

J. Greig, 5660. Raymond Birt, 6948. Contradiction of such statements is afforded by evidence of the employers, *e.g.*, "I never saw or heard "of a black-list." (But Cf. also below II. *c.*).

(*d.*) *Want of Power of Unions or their Executive.*

Several strikes are attributed in part to want of power, or inadequate development of a union.

F. Brien, 65. Cf. also J. Bowa l, 9195. The second Hay's Wharf strike is partly put down to want of organisation. "The men themselves deter-"mined to strike . . . Of course you will under-"stand that the Union was then only in its infancy. "Our rules were in the hands of the registrar, and "we could not compel them to return to their work "and forbid a strike, not like now, when we are in "fair thorough-going order, and our executive can "now forbid a strike. I may say . . . that every "method which could be invented was tried in order "to deter the men from striking, but they did strike."

William Salter, 3162, 3163. If the Union had complete control, and the men were engaged entirely through it, there would be no necessity for a strike, "because it is the interest of a "union to abolish all strikes." Some strikes certainly arise from unions not having sufficient power.

G. Raymond Birt, 6962. "I should like the power of unions to be stronger. All the little difficulties we have are from men who break the rules of the union . . . I should like to see the power of the executive stronger."

(*e.*) *Action of Petty or other Officials.*

J. Atkins, 906. "The overbearing behaviour of the petty dock officials" is mentioned as one of the chief causes of the great strike.

J. Falvy, 2746. "It is my experience, that where we are able to "get directly at the employer we get better treat-"ment in wages and in every way. It is where we "have to deal with . . . a managing director with "no soul and no heart, who has to secure as much as "ever he can out of the white slaves, in order to pay "big dividends and large salaries to officials who are "doing no work, that we meet with the difficulty."

J. Donovan, 3459.

J. Donovan, 3356. Cf. also J. Greig, 5667-9, and J. Griffin, 6111, and H. C. Smith, 6351. One witness mentions "a lock-out on the P. and O. "boats, that was in 1880, through Captain Angove."

(*f.*) "*Sympathy*" *or* "*Principle.*"

In 1889, the Amalgamated Stevedores came out to help the dock labourers. "That was a spontaneous "movement on the part of the men."

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"A dispute having arisen between the shipwrights of "the firm of Rait and Gardiner, they (the shipwrights) "decided to seek the aid of the (United Labour) "Council . . . the result was, that the whole of the "forces in connexion with the United Labour Council "came out in support of the shipwright stevedores."

C. Donovan, 4563.

G. A. Laws, 4948.

"On the 5th September 1890, there was the Leith "strike of the dockers, to support the National "Amalgamated Union monopoly. On the 10th "September, a similar strike and for exactly the same "reasons took place at Bowness. On the 29th Sep-"tember, there was the Grangemouth strike . . . "The wood carriers . . . struck for an advance of "wages, which was not conceded by the receivers; and "in consequence the sailors and the dockers and every-"one else went out in what is called sympathy.

"Then on the 15th October there was the Dundee "strike . . . it was of much the same nature, and "collapsed on the 29th.

4950. Cf. also 5396. and ff.

"Then on the 28th October there was the Cork "strike . . . In this case what caused the strike "was what are termed 'landlord' cattle . . . "these were tendered, and the shoremen refused to "put them on board. Some men were got to put them "on, and then the crew struck."

4951.

The Garston strike was on November 19th. It was commenced by a notice issued by the National Union of Dock Labourers in Great Britain and Ireland, which ordered, in consequence of a lock-out of some of their members at Barrow, that:—"Members of the various "branches of that organisation on the Mersey will not "load or discharge any cargoes coming from Barrow, "either by rail or sea."

4957*a*.

At Newry, March 3rd, the shore labourers came out in sympathy with the stevedores, who had struck against a non-unionist. After the Dublin strike, 18th June, "commenced a system of sympathetic strikes. "The corn porters asked the canal men—the lighter-"men—who were necessary to take away the cargo, "and they also came out on strike. They applied to "the railway officials, and the railway men came out "on strike, and refused to carry the grain which was "discharged from the vessels by the free men. The "millers and bakers of the city likewise came out "on sympathetic strike; they refused to bake or "grind corn which was discharged from these vessels "by free men."

4956.

This witness (Laws) is of opinion that these so-called "on principle" or "sympathetic" strikes are not desired by the men. They are begun he thinks by "this continually pushing them on by these agitators."

William Paterson Lind, 7629.

Another witness (Lind) refers to several societies which struck out of sympathy, and regretted their action.

G. Lloyd, 7784.

The first Hay's Wharf strike at the time of the Great Strike must be explained as sympathetic or on principle. It is alleged "that there was not really a grievance in "the warehouse amongst the men, not sufficient to "make a strike.

J. Havelock Wilson, 10,032. 10,033. 10,421. 10,127.

The National Amalgamated Sailors' and Firemen's Union took sympathetic part in several strikes. First, the London branches took part in the 1889 strike; secondly, they assisted in the South Metropolitan Gas Workers' strike; thirdly, in connexion with the Londonderry strike, the Union refused to permit the "Black Diamond" to be unloaded; fourthly, there was some blocking of ships in connexion with the Cardiff strike.

(*g.*) *Action of Employers' Association.*

Foremost among strikes aimed against the Shipping Federation, Limited, was the Aberdeen strike against enforcement of the Federation ticket.

G. A. Laws, 4956.

"On the 24th February we had the Aberdeen strike. "This was the seamen and dockers' strike about the "Federation ticket . . . the seamen refused to accept "what they perversely termed a 'badge of slavery,' "and they came out." Another witness mentions a strike which followed immediately on the introduction of the Federation in London 1890. Several other disputes had just been "settled by the United Labour "Council when the Shipping Federation started their "Federation ticket. Then came the strike between "the sailors and the firemen as against the Shipping "Federation, in which the United Labour Council "took a part." The general strike after the manifesto of December 5th, 1890, was largely against particular or general action adopted by the Shipping Federation.

C. Donovan. 4573.

A. R. Abbott, 9059. G. A. Laws, 4954. C. Donovan, 4562. J. Donovan, 3234.

(For account of the Shipping Federation and its registration ticket and methods, Cf. II.D. and Précis, p. 19.)

II.—DEVELOPMENT, ORGANISATION, AND CONDUCT OF STRIKES.

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A.—Important General Strikes.

(*a The Great Dock Strike of* 1889.

The causes have already been referred to, but there is further evidence that "the question of hours did not "crop up," and that the men "only turned out for "the rate of wages of 1871."

M. Costello, 1952. J. Falvy, 2038.

"It was for an advance of wages, but more than "anything to bring about some regularity in the work, "to have some definite time—four hours at the least—"during which the men should be employed. It had "previously been the habit of the Dock Companies to "employ men for an hour; with their sub-contractor's "contract men have been employed for half-an-hour." For about two years previous to the strike the witness had been constantly approaching the Dock Company, on behalf of the Dockers' Union, for an improvement in the service of the men with regard to hours and wages, but the efforts were ignored. "Many, many times," he requested a conference of representative dockers with them, but these requests "were distinctly re-

B. Tillett, 3856.

"fused, with the exception that Sir Samuel Montagu, 3861.
"member for Whitechapel, did go to the Dock House "once or twice with me and Mr. Sydney Buxton, but "as for the men having any representation, they care-"fully ignored them." The only reason for wishing a conference was with the idea that the strike might be prevented; "and another thing we did believe up to "that time that the directorate were not informed of 3862.
"the working state of the docks." For six or seven weeks that strike carried with it a great paralysis in the shipping and dock trade of London, and the witness considered that the "whole responsibility of it should 3865.
"be placed upon the Dock Companies." The only reason they gave for declining to meet representative men "was that the docks were well managed and "everyone was quite contented and there was no "trouble; that it was just merely our Unions that "caused the trouble, and that was through our igno-"rance." "Neither did they make any endeavour to 3868.
"find out the actual conditions until the Tilbury "strike, when the men were receiving 4*d.* an hour, "and very often were hired for one hour's work; up "till the Tilbury strike they ignored the men alto-"gether." The witness considered that the best way to avoid disputes would be to have direct representation of employés, the same as the employers have through their management or officials; and his opinion 3870.
was that "there are hundreds now without work who "have been spotted by demauding an investigation of "accounts" where the system is by piece-work. A case was quoted at the West India Docks and another at the East India Docks. "There are numberless cases "where the men have demanded to look into accounts, "especially in the London Docks, and they are told if "they do not like it they may go outside; that is the "only satisfaction they get." "If the dock directors "could be made liable; be made to show every "account . . . so that every man could look and "count up for himself . . . it would mean more "money in the pockets of the men."

"We had several discussions during the Dock Strike, 3874.
"and the Dock Companies admitted our claim for 6*d.* an "hour as valid, making this difference of deducting 3*d.* "for the meal half-hour. They also admitted our claim "to four hours' minimum employment, and that was "given us. They also admitted our right of representa-"tion; they did not directly agree to negotiate with the "Union but indirectly indicated that they were willing "to negotiate with the Union and with the men in all "contracts. Since that, one by one, with the exception "of four hours' minimum, which has been passed over "in one or two cases but not very often, it has been "generally held to by the Dock Companies."

These terms, in the witness's opinion, could have been 3875 and 6.
more easily and more satisfactorily arranged before the strike, had the companies agreed to meet the Union officials in conference.

The relations between the companies and the Dockers' 3871.
Union "were very much better for some 12 months "after the strike." The Union officials had directed some person or persons "to meet the Dock Companies "to try and arrange a settlement, and the arrange-"ments they came to they reported to the men, and "the men accepted them," so that the parties who settled the strike were really only acting as intermediaries on behalf of the men.

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"There has been a desire" since "on the part of the
" men to act loyally as they believe they had much
" fairer conditions; besides which they endeavoured
3882. " to maintain the good name of their Union." "We
3883. " have at all times repudiated any conduct on the part
" of our union men that we thought was unworthy of
" themselves and were trying to take advantage of the
3877. " Dock Companies." "The Dock Companies have not
" carried out the terms of the settlement in so far that
" they closed the books against us, which was the
" principal reason of our claiming a right. They have
" also ignored the right of the men to choose their
" associates in working in taking over on the co-opera-
" tive basis."

R. Cridge, 4094. The Amalgamated Stevedores' Association was affected by this dock strike "inasmuch as most of the
" men being brought into close contact with the dock
" labourers . . . saw the condition under which
" those poor men were working . . . and they
" thought that the time had come to help them . . .
" before we had an opportunity of saying which way
" we should help them the strike took place." The witness "thought a constitutional method should be
" adopted, namely, that we should consult the whole
" body of the members, but we struck in a moment of
" haste, and that night we met in one body and a
" unanimous vote was taken that no member of our
" association should work inside or go inside the dock
" gates until the dock labourers received that which
" they asked for, namely, 6*d*. . . . our men . . .
" I may say to a man, resolved not to enter the dock
" gates until the Dock Company acceded to the
" labourers' demands . . . those who were against
" it in the morning were in favour of the action at
" night and threw the whole of their energy into helping
" the dock labourers."

W. E. Hubbard. 4773. Another witness contended that the Mansion House Agreement (as between the Dockers' Union and the Dock Companies) was put into, and remained in full
4778. force "both in the letter and the spirit." A subsidiary agreement was entered into "between Mr. Wil-
" liam Egerton Hubbard and Mr. Tom Mann as repre-
" senting the two sides on the 4th November 1889,
" which of course had not the force of the Mansion
4772. " House Agreement but was to regulate the working
4607. " of piece-work in the future."

"Evils arose out of that arrangement . . . and
" induced the putting an end to it after a year's
" experiment of its working. It was called piece-work
" but it was not genuine piece-work, because the men
" had no interest in the despatch of business." "I never
4778. " read the Mansion House Agreement as binding the
" Dock Company to continue for an indefinite time the
" system of piece-work or contract work, or day work.
" I have always read it . . . as regulating the wages
" and conditions on which the men work under one
" system or the other . . . we decided to give up
" the (piece-work) system and to introduce a day-work
" system pure and simple in the London and . . .
" India Docks . . . We have of our own free will
" offered to the men to give good despatch by giving
Cf. also 4782, " them what is called a plus when they earn it. If they
4783, " do not earn it we have still to pay the minimum
4790-3. " guaranteed by the Mansion House Agreement."

This witness describes the strike of 1889 as a revolution,
" as marking a new era almost in the history of labour
" . . . it was the commencement of the great
" disturbances in the labour market that have taken
" place since that time. It was entirely new too, the
" way in which the strike was regarded by the press,
" the public, the police."

J. Greig, 5665. At the Free Trade Wharf, Ratcliffe, the men came out on the 20th August, in sympathy with the great strike, but they came back, and were set to work in a very few days. "We were at work in 10 days."

H. C. Smith, 6352. At Hay's Wharf "we had the great strike of August
" 1889. The men told us they went out in sympathy
" with the dock labourers."

G. R. Birt, 6953. "At Millwall our men told us that they went on
" strike in sympathy with their fellows, and I believe
" they did." When the men came back they had the increase of pay and the work went on smoothly.

"Subsequent events have shown that there were
" certain things which did require remedying . . .
" there were things which but for the strike would not
" have come out . . . and they have been remedied
" now. At one time we did a great deal of overtime, and
" men after working all day were pressed to stay all
" night . . . Generally speaking eight hours piece-
" work is a good day's work for any man."

A witness who took a very prominent part in this Dockers' Strike, said, "that such a wild spirit of
" enthusiasm prevailed at that time through the East
" End and South-East End of London, in places
" having nothing to do at all with the docks, that the
" men said, 'we want to come out,' and I may say
" that there were half-a-dozen of us that did nothing
" else for many nights but go to these different works
" and prevail upon the men to keep at work."

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Clem. Edwards, 8918.

(b.) The Liverpool Shipping Strike.

J. Havelock Wilson, 9268. The Liverpool strike of 1889 lasted eight or nine weeks. It was a conflict between the National Amalgamated Sailors' and Firemen's Union and the shipowners of Liverpool. "Our men applied to the owners
" for an advance of wages; we had got an increase in
" every port throughout the country with the excep-
" tion of Liverpool . . . The Liverpool shipowners
" . . . ignored the demands of the men. Our men
" then were desirous of striking. I advised our men at
" that time not to strike. . . . I wrote letters to the
" Liverpool secretaries strongly advising them not to
" strike, not that I did not sympathise with the men in
" the wages that they were demanding. I believe they
" were perfectly justified . . . but I was of the
" opinion the men were not sufficiently well organised
" to strike successfully . . . I maintain there will
" be no necessity for strikes when the men are
" thoroughly well organised. It is only when the men
" are not organised that the employers take advantage
" of them and ignore the reasonable demands made."

9270. "Of course I did my very best" (as general secretary of the Union) "to secure to the men a victory,
" although I was not in sympathy with it, but I was not
" going to tell the employers that; it was my duty to
" try and secure a victory for the men."

9267. "We failed; but since then the owners have con-
" ceded the wages which were asked for by our men at
" that time. They got into difficulty with the dockers,
" and in order to conciliate our men they gave them an
" increase of wages."

9654. There was a conference between the shipowners and a deputation of the men before the strike commenced, but not after. There was this conference, when some of the local union officers waited upon the owners, but they declined to give the advance, which they afterwards gave in 1890 during the dock labourers' strike.

(c.) Series of Strikes against the Shipping Federation.

J. Havelock Wilson, 9321. "As soon as the Shipping Federation had decided
" that they should open their registry offices in the
" various seaport towns they commenced a system of
" coercion. No man was to have employment unless
" he had a Federation ticket"—(I am now speaking of November 1890)— "and numbers of our men who had
" been in the ships five or six years with no com-
" plaint against them in any way, men who were well
" able to do their work, were discharged unless they
" took a Federation ticket. Our men" (*i.e.*, of the National Amalgamated Sailors' and Firemen's Union) "refused to take the Federation ticket; they did not
" believe in it . . . the Federation ticket being
" strictly enforced at that time, brought us into con-
" flict with the Shipping Federation much against our
" will; as we had no desire to come into conflict with
" that body . . . we would rather have been pre-
" pared to meet them in conference and settle our
" differences." The ports at which the National Union came into actual conflict with the Federation were London, Liverpool, Shields, Newcastle, Aberdeen, Leith, Hull, Glasgow, Hartlepool, Middlesborough, Cardiff, Newport, and Swansea.

J. Havelock Wilson, 9234. "If the shipowners discharged one set of our men
" because they had not the Federation ticket, then we
" would say to our men 'do not ship in that vessel
" 'because they have discharged some of your fellow
" 'unionists because they had not this ticket.' Of
" course I am speaking now of what occurred at the
" commencement of the dispute. Since then we have
" taken the Federation ticket . . . because they
" have struck out the preference clause, they have also
" dispensed with the payment of 1*s*. for the ticket."

9327. In the port of Cardiff, where the strike was on for some seven or eight weeks, hundreds of ships were detained for the whole of the strike. "Unfortunately
" for us the trade was very slack at that time and the
" owners could afford to let the ships lie idle for a
" month or two; otherwise I am confident that the
" victory would have been on the side of the men . .
" . . it takes about 1,000 men a week to man the

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"ships in the port of Cardiff; . . . but at no time "during the strike were they able to get more than "150 men. These they brought from the dens in "Denison Street, Liverpool . . . we took pro- "ceedings against the Federation in Cardiff for illegally "bringing these men there in the way they did."

In the matter of the ticket the same witness alleged that the Federation were more aggressive in Aberdeen than in other ports.

G. Laws, 4956. On the 24th February the Aberdeen strike began, "the seamen and dockers strike about the Federation "ticket." "We required that every seaman who was "employed on board any vessel belonging to the "Federation to register himself by signing one of the "registry tickets . . . being merely a promise, a "pledge that he would work in harmony with the free "men whom he might find on board."

"We had to send men up at considerable expense, "and when the dockers saw that they also came out in "what they called a sympathetic strike, and we had to "supply dockers. I may say that at that time there "was, and at the present time there is, any amount of "free labour in the country to be had at any time, at "any place, and good labour too. At any rate the work "of the port was done, and the strike after about a "fortnight or three weeks collapsed."

C. Donovan, 4572. G. A. Laws, 4954. On December 5th, 1890, there was a manifesto issued in the name of the United Labour Council of the Port of London from Wade's Arms, and this was handed in at the office of the Shipping Federation, and the offices of three lines of ships sailing out of London. It announced that owing to the change of the custom of registration of crews at the ordinarily constituted shipping offices, and a new arrangement of signing on board "to the detriment of unionism generally," the Council had "decided to call upon workmen repre- "sented, . . . to abstain from doing any work "either direct or indirect, that will conduce to the "sailing of the vessels of Messrs. Shaw Savill and Co., "New Zealand Shipping Company, and British India "Steam Navigation Company, until they give an "undertaking that for the future they will sign and "discharge their respective crews at the regular "shipping offices provided by the Board of Trade, and "sign no other than members of the National Amalga- "mated Sailors' and Firemen's Union."

The Federation was applied to by the owners of these lines, and the steps taken were, to placard the city of London and docks with a poster containing a declaration of the intention to continue the practice of signing on board ship as a safeguard both for men and employers, and a refusal to engage members of one Union to the exclusion of others; preference was to be given to seamen holding certificates from Federation offices, but these certificates might be obtained by Union men on the same terms as others. However, on December 5th, the sailors of these fleets (belonging to "three of the finest passenger lines sailing out of the "port of London") came out, "and in sympathy with "them came out the coalies, that is the coal men who "load the coals in the docks, also the ship workers, "carpenters, painters, and various other trades who "have formed themselves into this Labour Council "... at that time neither the dockers nor the "stevedores came out, they continued to work the "vessels. The Federation was applied to . . . to "get ready free labour to replace those who had gone "out . . . But it was agreed" . . . at great loss and expense to give them a week to think whether they would come in or not in order as little as possible to disturb the labour of London. At the end of the week it was decided to bring up principally from Kent the nucleus of free labour—about 150 men, "the finest "workmen you can see anywhere." "Then our next "step was to apply to the Commissioner of Police ". . . . to defend the free labourers before they "were hurt." "The Commissioners quite realised "the position and the most effective arrangements "were made by the police." After the men had been fairly set to work attempt was made to withdraw the police, but they had to be brought back again to clear the mobs. "Then we enabled the vessels to sail . . . "away to their dates, but many of them with very "much less cargo than they would have taken under "ordinary circumstances."

That strike was utterly defeated. A great many of the strikers were permanently excluded by the retention of the free labour. The coal men in a fortnight applied "to some of the civic authorities and attempted inter- "vention, but we were obliged to say that we had "made contracts with these men . . . and we "could not break them."

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The secretary of the United Labour Council complained of the part taken in the above dispute by the riggers and stevedores who he claimed had not voted against the resolution which resulted in the strike. C. Donovan, 4562.

On the 13th February was issued the stevedores' manifesto which led up to the serious strike all over the Royal Albert Docks. "The origin of that dispute," said the secretary to the Federation of the Trades Unions connected with shipping, &c., "was a departure in the "Albert Dock from the usual customs observed in "shipping on men at the mercantile marine offices. "The men strongly objected to that on the ground "that it deprived them of certain rights and privileges "under one of the Merchant Shipping Acts, especially "that providing for the transmission of money and the "different facilities given for banking the money in the "mercantile marine offices. It also deprived them of "the right of having an independent Union delegate to "look after their interests; it further deprived them "of the right of seeing exactly who their shipmates "were before they signed on. . . . The dispute "went on until early in February when the stevedores "of the port of London came to their assistance." Thos. Robb, 5485. Clem. Edwards, 8622.

"Our great trouble was in the spring of this year "(1891); it was a very serious strike all over the Albert "Docks." The signing of the crew on board which caused it "is almost universally done by the great lines "in Liverpool. A Government officer . . . reads "the articles . . . and scrutinises the transaction "to see that the men are properly treated." Among the advantages are, that loss of time in the great distances between the ships and Government offices is saved, and the evils of picketing are eluded. "Im- "mediately we ordered the crews to be shipped on "board the vessel . . . the coal heavers struck and "the stevedores all struck. We had to get free labour "to do the work. That strike lasted for about a month "or six weeks. We had to load and coal three or "four steamers with the help of unskilled labour. But ". . . it is not a difficult work; and when the "stevedores began to see that the men were getting "trained . . . they gave way and resumed work. "But at first we could not get a man to do anything, "the shipwrights struck; our shore-gangs . . . "our sailors all struck . . . and a very serious "case had to be faced." W. Becket Hill, 6455.

"The general strike of riverside trades . . . was "expected to take place on the 23rd February." The committee were greatly assisted in providing necessary gear and adequate accommodation for sufficient free labourers to carry on the work by having vessels placed at their disposal as depôt ships. Accommodation and provisions for the immediate use of about 1,800 free labourers were provided. But the Union leaders failed to bring out all the riverside trades and gradually these free labour establishments were reduced. Then a free labour office was established in the dock. Thos. Robb, 5486

B.—Important Local Strikes.

(a.) *The "Glen Gelder" and the beginning of the Cardiff Strike.*

"The Cardiff Strike, which is so well known, . . . "commenced on February 5th (1891). The coal-tip- "pers, at the instance of the Amalgamated Sailors' "and Firemen's Union, refused to tip into a vessel "where the crew were free men. . . . The strike "collapsed so far as we (the Shipping Federation) were "concerned on the 14th March." It was the "Glen Gelder" that "came under the tips with a 'free' "crew or partly 'free' crew." "The tippers came "out because they were a free crew. The tippers of "course are the men whose business it is to tip the "coal by hydraulic lifts on board ship." They were a "second party" to the dispute. "They were re- "quested by the National Amalgamated Union not to "work if these (free) men went to sea, and they refused "to work on that account; that is in my official report "of the strike." The witness declared it was abso- lutely incorrect to say that at this stage the Federation ticket had been made compulsory, because it was "on "February 23rd the ticket was made compulsory." After the strike had begun "free labour was introduced "then by the Bute (Docks) authorities; by the "manager of the dock . . . and by the ship- "owners . . . we had to import the necessary men "of course to work the ships . . . we imported "them in the only way which is left to us under the G. A. Laws, 4956. 5159. 5160. 5152. 5153.

STRIKES AND LOCK-OUTS.

"law. We applied to the usual parties who ship them "in Liverpool and those places." "I think they "would be in the position of boarding-house masters. ". . . They introduced 80 per cent. of very good "men—average seamen, and 20 per cent. of men that "you could only pick up in Liverpool and the East "End of London slums." When they were drafted into Cardiff, "we kept them on board a steamer called "the 'Speedwell,' and fed them like fighting cocks, "till the first ship was required to go. Then the "captain went on board, made his selection, picked "out his men, and they were signed on articles by the "Board of Trade officer . . . We sent back 20 per "cent. . . . all the wasters that we knew of." Some of the men brought from Liverpool to supply the places of the men on strike "had absolutely tramped 5433. "from Glasgow, and were there engaged and went on "board the 'Speedwell.'" A correction was added by 5414. this witness to the first account of the strike. "The "shoots went up and the dockers refused to tip for the "reason that the crew employed were scabs, on "February 3rd, 1891, same day as the crew signed "on. . . . No officer of the Federation told the "men they must take the Federation ticket. The men "were non-unionists and held the ticket." "Four of "the crew were supplied by the boarding masters." In further answer to question 517, the witness said, 5415. "It appears that the secretary of the Sailors' Union "or someone supposed to be him . . . went off to "the ship ('Speedwell') in boats, and begged the men "to jump overboard, to be taken on shore in the boats "because the boats were not allowed to come along-"side, the fire-hose being ready there also." This was stated in explanation of the report that the men 5171. had been detained on board by force, which report the witness had already said was "absolutely inaccurate."

J. Havelock Wilson. 10,122. 10,126. "It was at the request of the members" of the National Amalgamated Sailors' and Firemen's Union in the Cardiff branch, that the tippers refused to load the "Glen Gelder" steamer. "I believe she had been "under repairs about a week or perhaps two weeks, "and the crew were standing by ready to rejoin her. "They had been four or five years in the same ship; "the captain was very fond of his crew. When they "went to sign, after she had finished her repairs, he "says: 'I cannot take you unless you join the Free "Labour Union.' They were Union men. They said: "'We will not join the Free Labour Union,' and then "he applied to the Cardiff Boarding Masters' Associa-"tion, and they supplied him with Boarding House 10,127. "Masters' Union men. . . . The tippers refused 10,128. "to load her, as these men who were on board had "taken the employment of our men." They did so "at the request of the Cardiff branch (of the Sailors' Cf. 10,337 "and Firemen's Union) and the officials, of course." 9322. This strike, which began as a purely local strike, turned 9327. into a general strike against the Shipping Federation (Cf. II. A. (c.) p. 50).

G. A. Laws, 4957a. In Dublin, 18th June 1891, the Dockers' Union there refused to discharge a sailing vessel's cargo. It was a sailing vessel from the colonies with a cargo of wheat in bags. The corn porters who formed a section of the Dockers' Union refused to discharge in what are termed "original packages." They preferred to have the extra work in filling the bags and lifting them ashore in that way. "The contract made by the ship-"owner with the shipper and consignee was that his "grain should be put out of the vessel in the original "bags in which it was shipped. The receivers were "not strong enough, and simply let the vessel lie, "throwing upon the shipowner the onus under his "bill of lading of landing his cargo under the Mer-"chant Shipping Act. That meant . . . engaging "labour not only to do the ship's work but to do the "receiver's work as well."

Ten days later there was a dispute over a Federation steamer about tally clerks. "The custom is with all "grain vessels that the seller of the cargo sends a tally "clerk down, that the purchaser likewise has a tally "clerk, and the two between them check the delivery "and receipt of cargo" to the value of 20,000*l*. The demand of the Tally Clerks' Union was that a third clerk should be employed for a cargo of not more than 2,000*l*. "It was entirely an excuse to give more "employment to men of their Union, the tally clerks "and dockers having amalgamated in some way."

"A Federation agent was sent over to confer with the heads of the Unions with instructions not to interfere with or displace the labour in the port of Dublin. There seemed a prospect of success but the Unions eventually struck. Free labour was sent over, and then commenced the system of sympathetic strikes. Some of the strikers were still out at the time of the giving of evidence before the Commission. Altogether about 3,000 men were out of work."

STRIKES AND LOCK-OUTS.

5252.

Another strike is "one which occurred on the 13th 5497a. "July (1891) at Bristol. The Union stevedores dis-"charging a vessel, the 'Robena,' struck against "employment of free labour in one part of the vessel. "More free labour was brought in to supply the place; "then came the sympathetic strike . . . the "stevedores said, 'If you insist on working with "'free labour we will not work any grain vessel in "'port.'" Just as the Shipping Federation was ap-plied to for more free labour there came "an explana-"tion and resumption of work on the first terms."

The Keen's Wharf, Carron, Hermitage, and Rait and Gardiner's Wharf strikes and others have already been referred to, and there is not much detail to add.

The Cork strike against "landlord cattle" may be G. A. Laws, referred to. As stated, it began on October 28th. 4950. "The Cork Steam Packet Company . . . trading "to various ports in the United Kingdom . . . "are common carriers . . . bound to receive any "cargo tendered. They have no option." "Landlord cattle" were tendered, and the shoremen refused to put them on board. Some men were got to put them on board, and the crew struck, saying, "We are not "going with this cattle to England, although we are "on the articles." The Shipping Federation advised the manager that he must prosecute under the Merchant Shipping Acts. "The crews were prosecuted, and four "of them, one after the other, went to gaol for long "periods." The Shipping Federation supplied free crews. This strike lasted from October 28th to January 28th, when all the men returned on the manager's terms.

In 1883 there was a large strike at Hull "against the R. Manton, "boxing system—the winter fleeting." No details of 11,223. the development of this strike are given.

C.—Use of Picketing. Black Listing.

At the beginning of the great strike at Milwall there G. R. Birt, was a good deal of violence and intimidation in con-6955. nexion with picketing. This was mainly in connexion with foreigners.

At Messrs. Gray, Dawes, intimidation and assaults W. Lang-are alleged to have taken place at the same period. ridge, 7227.

This evidence is supported by Mr. Laws, Mr. Robb, G. A. Laws, and Mr. Polhill. 4944.

Thomas Robb, 5480.

Another witness says, "I think that the system of J. Polhill. "picketing is really nothing else but a system of 5986. "legalised intimidation. It is extremely difficult for H. C. Smith, "the men who wish to work to come in, and there is a 6357. "howling mob round one's gate hooting . . . at "the men coming in, and abusing them in every 7255. "possible way. This is confirmed by Mr. Lind, "our W. P. Lind, "registry offices were for many months picketed, and 7596. "men using them were often subjected to intimidation "and rough usage."

During the strike at Cardiff abuses of the system of W. Graf-pickets are alleged to have prevailed. But, on the funder, other hand, a witness complained of the disabilities of 11,097. pickets, and the law against them. "I should say that J. Havelock "the legitimate use of picketing ought to be for men Wilson, "to be placed at different centres where men are 10,312. "likely to be brought into a strike, and it ought to be 10,353. "the duty of the pickets to get amongst those men, "talk to them, point out what is the cause of the "strike, and to persuade those men not to go there."

"The black-list system, as I understand it in the T. McCarthy, docks, is this . . . if through any cause . . . 459. not drunkenness or impudence, or laziness, a man is discharged from one department, he is prevented from working in that department for a length of time, and also in other departments."

Some black-listing of the Union men's representatives H. Styles, was alleged. 1292.

A Unionist black list in connexion with the Barrow G. A. Laws, and Garston strikes was referred to. 4952.

"The black list kept by the Shipping Federation of 5420. "deserters and seamen who have failed to join" was also spoken of.

"We have the information that since the dispute at R. R. Fair-"the Carron and Hermitage Wharves the Masters' bairn, 8191. "Association have issued a black list to all their "foremen."

"I cannot say we make a black list, but where a W. Lang-"man misbehaves himself he is omitted, and we reserve ridge, 7210. "the right to withdraw (our card) for a breach of "regulations."

STRIKES AND LOCK-OUTS.

D.—Importation of Free or Foreign Labour.

G. Laws, 4931. A. E. Barnsby, 5861.

Importation of free labour where required during strike has been one of the chief functions assumed by the Shipping Federation. (For constitution of the Shipping Federation cf. 4918–46 and Précis, p. 27.) "The "class of men imported by the Federation were very "good men . . . the majority . . . recruited "from the agricultural class and fishermen."

H. Orbell, 9167.

During the Carron Wharf dispute over a hundred men were imported by Mr. Laws "along the river, " . . . landed in many cases in the middle of the "night or very early in the morning."

W. Grafunder, 11,041.

Similar work was done during the Cardiff strike.

E.—Responsibility of Trades Unions for Strikes and the Method of Voting for them.

J. Havelock Wilson, 9471.

If a strike is proposed for an increase of wages "we "should take a ballot of the whole of the members of "the Union; but in a case where we had not time to "do so, then of course we should not be able to take a "ballot." Illustration of such a case is given in the instances of "support of any other union." But "we "would appeal to the men, and of course the men are

9476.

"always ready to respond." The witness defends such action of the executive of a union in calling out the men on sympathetic strike without ballot, whenever "approval of the executive of the Federation of trades" has been obtained. If absent members of the Union come back to find a strike going on of which they

9473.

disapprove, "then of course they must bow to the "decision of the majority." The executive of the Union (consisting of a president, general secretary,

9843-4.

general treasurer, and 20 representatives, chosen by annual general meeting, of which seven members in addition to a chairman form a quorum) is enjoined by the rules to seek first "to settle disputes by arbitration." But "we have had strikes when the formalities

9848.

"have not been all gone through, strikes which have "been forced upon us, not through our own seeking, "but through the employers. . . . Supposing that "the shipowners discharged some union men to-morrow, "and they wanted to sign other men to put in their "places, there would be a strike at once, and we would "not have an opportunity of appealing to the whole of

9851.

"the members." "In the majority of cases" the Union has been able to control its members. "If we "thought that the owners were justified in the action "that they had taken, or if they approached us in any "way and applied for help, we would render them "assistance."

III.—COSTS AND GENERAL RESULTS.

A.—For the Employed.

J. Welch, 4440. 4411.

The condition of the casual men is generally acknowledged to be worse since the Great Strike than before it, though at first it did not seem so.

J. Sennett, 8506.

The great influx of labour during the strike is declared to have reduced many of the seamen who fought the battle, to a worse position than before.

G. A. Laws, 4954.

The cost of the Albert Dock strike to the men in wages was "great." The "heavy loss in wages to the men" is referred to as a proof of the uselessness of the strike to them.

J. Griffin, 6155. G. R. Birt, 6924.

Since the Great Strike men receive more money. "The settlements were in favour of the men."

J. W. Cripps, 7584. W. Cameron 8302.

At Millwall, overtime has been greatly reduced since the 1889 strike.

Though the men got an advance of wages, they have fewer occasions to work, and thus obtain less money.

J. Havelock Wilson, 9395.

"We did not spend a great deal in 1890, not more probably, than 7,000*l.* or 8,000*l.*"

9418. 9880.

In 1891 the expenses of the Union were "about four times as much" as in 1890, on account of the Cardiff strike.

9882.

Since the existence of the witness's Union in all about 50,000*l.* have been spent in strikes.

10,189.

And a gain had been secured to the men in wages, amounting to about "3,000,000*l.*"

10,293.

The greater part of the Union money has not been spent in strikes, the organisation of the Union itself and keeping up of its staff of officials costs a good deal.

G. Lloyd, 7323.

Strikes sometimes result in a levelling down, as well as up, of wages, which bears hardly on individuals.

B.—For the Employers.

W. E. Hubbard, 4623.

"Out of 572 foremen, 488 have received an increase "averaging 2*s.* 7*d.* a week; 109 weekly clerks were promoted to be salaried officials, with an increase of pay; "216 other weekly wage clerks have had an average "increase of 2*s.* 6*d.* per week."

STRIKES AND LOCK-OUTS.

J. Griffin, 6117.

The loss caused by the strike cannot be precisely given. In one particular instance there was a direct payment of 5,000*l.* "The indirect loss it is perfectly "impossible to put into figures."

C.—For the Community.

J. Greig, 5686.

The strike affected the quantity of business in some trades very much. "But one trade especially . . . "the Middlesborough trade . . . In 1888 it was "124,000 tons, in 1889, 108,000; in 1890 it was "96,000."

G. R. Birt, 7111.

In the year of the strike "there was a diminution of "tonnage entering the docks, not very serious diminu-"tion; but there was one."

7112.

But the injury though not permanent has not yet passed away. "There is an alarm with regard to "transhipment; that is, people sending goods from "Calcutta to Antwerp formerly probably sent them "viâ London, now probably they wait for a ship to go "to Antwerp."

6958.

"There is no doubt that whilst it lasted it did injure considerably the trade of London, and probably the entire effects have not passed away yet.

IV.—PREVENTION AND SETTLEMENT.

Some general palliatives have been enumerated by one witness:—

B. Tillett, 3663.

"I think I made it clear to Lord Derby that we "would have an inspection of machinery; that we "would have regulation in the hours; nothing over "48 hours; and that we were to have some means of "settling disputes. I also thought that all accounts "should be open to inspection of the men who earn the "money; that they should have more opportunity of "selecting their associates when a co-operative system "is allowed; that the machinery should be well attended "to; that proper numbers in the gangs should be "provided for; and that the men should not work "beyond proper hours . . . Above all, if we can "put a conscience into the employer, and the employed, "that is the great thing to aim at."

A.—Action taken by the Employed in place of Strikes.

W. F. Lind, 7656. 7737.

Sometimes advance in wages or other improvements can be obtained simply by a representation on the part of the men.

H. Friend, 10,481.

Sometimes—by demonstration that a desired change has worked well in other parts—a matter has been amicably and satisfactorily settled.

R. Manton. 11,181

Strikes have been averted by conferences asked for by the men, and concessions have been made which cemented friendly relations.

11,226.

Sometimes sufficient concession has just been made to avert a disastrous strike.

B.—Action taken by the Employers.

M. Costello, 2137.

At the Carron Wharf, "whenever the slightest thing "occurred, the manager of the wharf sends down to his "leading hand and asks him to go to the Union office "and explain, and the thing is settled in about five "minutes."

C.—Conciliation and Arbitration.

See Abstract No. 3.

G. A. Laws, 4991.

It was submitted by one witness "that Government "might appoint an official investigation of disputes "when a general strike or lock-out is threatened. The "object of doing that would be to prevent ecclesi-"astical and civic dignitaries intervening . . . "with the best intentions but very seldom with good "results; they are not trained investigators. . . . "He must be a Government official or he would be "useless . . . he must also be an expert, drawn from "the body of expert workmen or known leaders . . . "an expert official in the confidence of the Govern-"ment." He would have "no powers but to report to "Parliament if Parliament was sitting, or to the Board "of Trade or the Board of Agriculture." He would pronounce "an opinion which might be accepted by "the general public," which would then "not be so "lavish in supporting improper strikes" which inevitably "displace labour."

D.—Co-operation.

T. McCarthy, 523.

A system prevails in parts of the docks which is called co-operation, but "it is not exactly co-operation.

"The system that obtains is the Union placing itself "in the position of the middleman, and giving work "to the men, though it takes no profit and does not "immediately supervise the work. The men them- "selves elect their own foremen, bosses, and superin- "tendents, and the Union does not interfere except to "see generally that they carry out their contract. . . . "The arrangements are made with the shipbrokers "and owners . . . in about half a dozen big firms, "mostly in the American and Canadian trade. . . . "There have been very few difficulties indeed in con- "nexion with this class of work. . . . The men 531. "have been all the more satisfied and have earned "better wages."

The same witness "would like to see that system 653. "extended in this direction; that the Union should "buy the necessary plant, appliances, &c., and take "over the whole thing; that they should pay the men "a daily wage, and not a piece-work rate. Then pro- "vision could be made for sickness, accident, old age, "and so forth." And the middleman could be thus dispensed with.

R. Cridge, 4280. This view was supported by another witness (Donovan), but opposed by a third witness (Cridge). Several references were made to a successful attempt in the

R. R. Fairbairn, 7892. direction of thorough-going co-operation on the Thames.

The witness suggested that a public authority should be appointed to assist in developing such co-operation. He explained how the Co-operative Lighterage Association had been established after the strike of 1891 "for "the purpose of showing that the carriage of goods "from dock to dock and wharf to wharf can be done "at a certain rate"—a minimum rate in the interests of commerce and the port, with profit to the 8128. labourers.

7932. The middleman had charged a good deal more than the real expenses of working. This association is "upon the principle that capital and labour must 7931. "go together."

It was supported by the Wharfingers' Association, and by Mr. Thomas Scrutton on behalf of the shipowners because its "object was to avoid difficulties with the "shipowner, namely, that there would be no stoppage 7977. "of his work."

8110. The capital of it is 30,000*l.* of which the working men have subscribed 2,500*l.*

8137. It is registered under the Limited Liability Act on purpose to get the co-operation of the shipowners.

It is distinguished from ordinary joint stock companies: (1) because under the articles of association the *bonâ fide* working men have separate power of 8136. election; (2) because "when the association becomes "prosperous, profits will be divided out on much the "same principles as the ordinary co-operative society."

E.—Municipalisation.

M. Costello, 2024. All the docks and wharves and river works should be placed under the control of the municipality. "They "could find some way out of the difficulty (of regulating "labour) and they could solve the question better than "individual owners." "The municipality . . . would "have other interests at heart besides merely the H. Quelch, 2333–2357 "returns to be earned." This witness also advocated B. Tillett, 3890. the establishment of public workshops for the unemployed in every municipality.

"There is a great need for municipalisation of the "docks." This witness would prefer to make it optional for municipalities to take over docks and industries. He considered that the present dock companies needed to be supplemented. He was aware of the great cost of taking over the docks, but "considered it would be "the best investment the country ever made." He thought a State loan should be made which should be paid back in time by local rates.

Another witness ventured to point out one point G. Barham, 7306 and which he thought had not been brought forward with 7370. regard to this municipalisation of the docks, and which J. Griffin, makes the question of costs a far larger one than the 6120. advocates had anticipated. "The dock companies not "only receive and discharge vessels but they also act "as wharfingers and warehouse keepers, and it would "be necessary to include in any scheme . . . the "warehouses and wharves of the ports as well as the 6121 and "docks." He also had to observe that transfer of 6244. labour in the docks would become easier under the municipal direction. Mobility of labour had been much greater before than since the strike.

Mr. Fairbairn thought that "municipalisation of the R. R. Fair- "docks under the London County Council first of all bairn, 8055. "would lead to concentrate the work nearer London."

F.—State Regulation of Hours of Labour.

See Abstract No. 2.

G.—Strong Organisation of Employed and Employers.

"I think a Labour Union conducted upon reasonable G. R. Birt, "principles is an advantage both to masters and to men. 6961. "It is very much better to have to deal with a respon- "sible body rather then an irresponsible mass of men ". . . . the controllers of Unions are generally "reasonable men that you can talk to, and from whom "you may expect to get, and commonly do get, a fair "answer." "I should like the power of the Unions "to be stronger. All the little difficulties are from "men who break the rules of the Union. . . . I "should like to see the powers of the executive "stronger even than they are at present." This witness allowed that dangers might arise through Federation of Unions, as is instanced by the cases of "sympathetic" strikes.

"My remedy (for strikes) would be perfect organisa- J. Havelock "tion, first on the part of the men, and on the part of Wilson, "the employers. The stronger their organisations 9908. "become the better for both sides . . . then we "would be able whenever we wanted to alter the "conditions of labour or alter the wages to meet each "other on equal terms. The employers knowing our "strength would respect us; we knowing the em- "ployers' strength would respect them in return; and "I believe that is the only way by which we will get "over the strikes and difficulties that we are faced "with at the present time." "The more powerful the "Union becomes, financially and in numbers, the less "chance there will be of strikes. That has always 9909. "proved to be the case in all the larger Unions in the "country."

"It would, I consider, prevent these strikes if the 9474. "shipowners were properly organised and the men well W. Key, "organised, and there was formed a conciliation board 10,861. "like that which has worked so successfully between the "Durham and Northumberland coalowners and men."

ABSTRACT No. II.

EIGHT HOURS' DAY.

THE EIGHT HOURS' DAY.

EIGHT HOURS' DAY.

LIST OF WITNESSES.

I.—EMPLOYED.

(a.) *Dockers.*

MR. FRANK BRIEN,
MR. THOMAS McCARTHY,
MR. J. ATKINS,
MR. H. STYLES,
MR. W. SALTER,
MR. BEN TILLETT,
} Dockers' Union.

(b.) *Stevedores.*

MR. J. DONOVAN,
MR. R. CRIDGE,
} Amalgamated Society of Stevedores.

(c.) *Corn Porters.*

MR. J. FALVY, South Side Labour Protection League.

(d.) *Watermen, Lightermen, &c.*

MR. R. R. FAIRBAIRN, Amalgamated Society of Watermen and Lightermen.

(e.) *Steamship Workers.*

MR. H. QUELCH, Steamship Workers' Society.

(f.) *Seamen.*

MR. J. HAVELOCK WILSON, National Amalgamated Sailors and Firemen's Union.
MR. H. FRIEND, North of England Sailors and Firemen's Union.
MR. R. MANTON, National Federation of Fishermen.

(g.) *Dock Clerks and Foremen.*

MR. A. E. EARNSBY, Free Labour Foreman.
MR. G. BARHAM, Association of Foremen and Clerks.

II.—EMPLOYERS.

MR. W. E. HUBBARD, Docks Company.
MR. J. GREIG, Wharfinger.
MR. J. GRIFFIN, Surrey Commercial Dock Company.
MR. W. BECKET HILL, Shipowner.
MR. W. GROVES, Granary Keeper.
MR. W. LANGRIDGE, Gray, Dawes, and Co. (Shippers).

DOCKS, WHARVES, AND SHIPPING.

EVIDENCE OF THE EMPLOYED.

(a.) *Dockers.*

MESSRS. BRIEN, McCARTHY, ATKINS, STYLES, and SALTER.

Greater regularity in the docks is necessary,

(1.) The work of the docks should be regulated—some get too much, some too little.

Chances are so often given to the men to work long hours. This curtails the opportunity of other men getting a job or a casual day's work (*Brien*, 268).

Long hours are objectionable on the ground of health and irregularity of work (*McCarthy*, 747).

The dock work should be regulated, and part of the long hours now worked by one man given to somebody else (*J. Atkins*, 1,039).

The work should be more distributed (*H. Styles*, 1,451).

"There are these permanent men and others working 50, 60 and 80 hours a week." Some of this work should be given to those who now get none (*W. Salter*, 2951-2).

which would be brought about by a 48 hour week,

(2.) The remedy for this state of things is an eight hour day, or rather a 48 hour week.

"My remedy for this is eight hours." It would give everyone a chance (*Brien*, 268-70).

The witness, Mr. Brien, stated that his union had both expressed its opinion in favour of the eight hours and "demonstrated" upon it. Nor was he aware of any resolution having been passed against it by any section of dockers (*Brien*, 333-6).

The Dockers' Union is in favour of a 48 hour week rather than an eight hour day (441-2). A resolution had been passed urging the delegates to support the question at the Liverpool Trade Congress (419).

At the same time "no official conclusion" had been arrived at in the union on the subject; there is merely a general feeling in the society in favour of a 48 hour week, which would fit in very well" (*T. McCarthy*, 450-1).

An eight hour day would materially assist the dockers in many ways (943). Their representatives are unanimous on the question (945).

It is a 48 hour week they advocate (*J. Atkins*, 1039).

No vote or ballot had been taken on the question in the district of the witness, but "they had discussed it "and the men were to a certain extent in favour of it" (*H. Styles*, 1437-8).

48 hours a week should be a sufficient number of hours to work, and this would mean dealing with 25 or 30 per cent. more of the men now out of work (*W. Salter*, 3113).

(3.) The 48 hour week must be fixed by statute (453-5).

fixed by statute,

The dockers would not be able to alter the hours of labour by pressure similar to that applied in the great strike (*McCarthy*, 744).

EIGHT HOURS' DAY

If satisfactory hours were obtained by trades union effort they would be lost again in a year or two; no man would feel safe (*T. McCarthy*, 746)..

I think trade and local option are the lines upon which it is suggested (by witness's union) (*J. Atkins*, 950).

It would be no use fixing 48 hours except through the the State (*W. Salter*, 3188–9).

and universally applied.

(4.) The principle must be universally applied. "Eight "hours for everybody, I should say, if it is to do "any good; it is no use having it sectionally" (*Atkins*, 1040).

(With this compare the evidence of the same witness (950). "I think trade and local option are the lines "upon which it is suggested" (by the union).

(5.) As to overtime. Mr. McCarthy could not say whether they meant an absolute 48 hour week without overtime (456); but there was a general feeling against overtime, which was the cause of this agitation (*McCarthy*, 457).

Overtime must be forbidden, except when absolutely necessary.

Overtime should be forbidden altogether unless absolutely necessary (1042), of which necessity the masters and the men were to be the judges (1052–3), as some overtime is unavoidable (1042).

It should be a punishable offence in a workman to transgress the law, and also in the master, unless the latter did not know the workman had been working overtime (1043–6).

No doubt there would be some difficulty in administering the law in these cases, but the witness was of opinion that a man's fellow workman would be ready to inform (1048–51). He did not think that this would lead to overtime being the rule and not the exception, but had no doubt that these difficulties would arise as they do with all laws, but it could all be guarded against "as we go along." He was not in a position thoroughly to discuss the matter (*J. Atkins*, 1055–7).

MR. BEN TILLETT.

48 hour week.

His complaint was the irregularity of employment at the docks (3557); and the excessive hours worked, especially in the case of heavy work (3669).

As a remedy he would limit the hours of working to 48 hours per week, which is easier to arrange than an eight hour day. By this he meant that no man shall work more than 48 hours a week or less than eight hours in a day (3558, 3731–5, 3912).

To be fixed by statute.

This would absorb 25 per cent. of the casuals (4055).

The hours must be fixed by statute (3913).

No overtime.

Instead of having overtime there should be relays of men and night work should be abolished. There must be a hard and fast rule as to overtime or it would be perfectly valueless to the workmen (3917–8).

Save in exceptional cases.

But in many cases you cannot abolish night work (3732), and with a maximum number of hours there might be exceptional cases, and you must not "split hairs" (3963).

These exceptions must only be allowed in cases of accident, not emergency (3974–5); or, according to (4051), cases of emergency are to be included.

As an instance of a case of emergency, Mr. Mann mentioned an understanding already existing between various sections of dock and wharf workers and their employers, that if a ship were within a given number of tons of being completed, they would work overtime and discharge the vessel. The witness was aware of this, and was of opinion that it was "quite "consistent with a strong desire on the part of the "men to limit these hours to given maximum per "week" (4051–4).

(It should be noted, however, as already stated (3917–8), that witness stated that "there must be a "hard and fast rule as to overtime, or it would be "perfectly valueless to the workman.")

The men and their employers represented by an arbitration board to be the judges of exceptional cases.

In these cases the men and their employers must be the judges, and a fine inflicted if justifiable cause cannot be found for the exception (3961–5), an arbitration board being constituted of equal numbers of each (3967–71).

The board to be established in every district.

This board must be constituted in every district in the country (3983), with sections to deal with any specific difference between employers and employed, and not established ostensibly for the eight hours' question (3972–3).

(In answer to question 3977 the witness stated that the board would be appointed by the men.)

With power to fine.

The board must have power to take legal action (3978). "A criminal court with the power to inflict fines," would be too strong a definition (3979–80).

(b.) *Stevedores.*

EIGHT HOURS' DAY.

MR. T. DONOVAN.

Legal eight hours' day desirable and practicable to equalise the work.

In order to "equalise the work more" the witness was in favour of an eight hours' day (3256–61), although the inequality of the work does arise in part from the nature of the trade (3263).

An eight hours' day "would work" (3255–3312); but it should "come legally"; "it is too stiff a job to fight "it out" (3255, 3439).

If overtime was avoided by an eight hours' day, and there was no longer a higher rate paid for the overtime, there would of course be less money to divide amongst the workmen (3315–20, 3321). The witness being asked whether he considered such a change and the prohibition of overtime desirable, stated that he did not think it possible at the present time, on account of the tides, &c.

MR. ROBERT CRIDGE.

The question of weekly limitation of hours had not been introduced into his union (4219). He did not agree with the evidence of Mr. Donovan on the question of the statutory limit (4279).

(c.) *Corn Porters.*

MR. JOSEPH FALVY.

A legal eight hours' day is desirable to increase the number of employed.

In order to increase the number of men employed, and with the object of giving a little employment to those who now get none, or very little, his union is in favour of a considerable reduction of hours, "say to eight" (2701–6). This will never be brought about by trades unions, and the State will certainly have to interfere (2706).

System already practised.

The witness also stated that one of their employers had come to the conclusion that an eight hours' day was the solution of the labour problem (2701–2). He had not actually gone as far as an eight hour day, but his system, which has worked for six or seven weeks (1 July 1891), is to start work at 8 instead of 6 o'clock, which necessitated the employment of 12 instead of eight men; the men receive 5*s.* instead of 5*s.* 10*d.* a day, but the employer loses much more by the change (2760–6).

(d.) *Watermen, Lightermen, &c.*

MR. R. FAIRBAIRN, representing the Thames Watermen and Lightermen,

Opposed to a "legal" eight hours' day.

Stated that the question of a legal eight hours' day had never been discussed by his association. Personally he was in favour of an eight hours' day, but not by legal enactment, since "what would suit one class of "work would not suit another" (8099–100).

(e.) *Steamship Workers.*

MR. H. QUELCH.

In order that steadiness should be given to dock work, and that employment should be given to those out of employment, witness was in favour of an eight hour day or 48 hour week (2226, 2419).

A 48 hour week the remedy for unsteady nature of dock work.

A 48 hour week would give more regular employment for those who are really employed (2327); and it is a 48 hour week which the majority of his union are in favour of (2369).

By statute,

This must be obtained by legislation, since trades union effort is useless (2373). The necessity for a legal limitation of the hours of labour was acknowledged by a resolution at a general meeting of delegates representing all the men (2375).

and universally applied, thereby absorbing the unemployed.

This limitation of the hours of labour should be carried into all the departments of industry, which in the opinion of the witness might result in the employment of all the unemployed (2327–30).

The trades unions are in favour of an eight hours' day.

He would say, generally, that all the trades unions were in favour of a general eight hours' day, including a large portion of the old unions, judging by expressed opinions. At the trades union congress "we "found that the only opposition was from men "opposed not to an eight hour day, but to a legal "enactment of it" (2421–3).

The representatives of the "new unionism" did not amount to more than 50 per cent. of those present. The resolution in favour of a general eight hours' day was moved by a delegate from the London Compositors, one of the most powerful, richest, and oldest of the unions (2424).

No overtime except in cases of emergency.

As to overtime, this must be done away with altogether, as also night work (2226, 2369), except in cases of

EIGHT HOURS' DAY.

emergency (2230), and overtime must always be paid for (2370).

Breach to be punished by fine or imprisonment.

The emergency must be pressing (2231) and proved (*ib.*); and a penalty must be imposed upon the employer which he must pay if he cannot show cause (2232), and not upon the workman in the majority of cases, "because the men are not free agents in "this connexion" (2525). But (2528) the witness stated that he would impose the penalty also on the workman (either fine, imprisonment, or both), and not necessarily on the employer, who was not aware of the breach (2526–31). The offence would be easy to detect in the majority of cases; the workers themselves would inform (2532).

The workmen would give information.

Some public authority to be judge of emergency, not judges, justices, or magistrates, but experts for different trades. In case of shipping a stevedore.

Some public authority should be the judge of the emergency (2537), not the justice of the peace (2538), or police magistrates (2546), or judges of the county court (2548), or of the High Court (2547), but some tribunal of men accustomed to the work (2639–41); different arbitrators for different trades (2545); and for instance in a case of shiploading (2542) a working stevedore who was "not acquainted with that parti- "cular job" (2549–51).

Further, as to a general eight hours, the witness did not see any difficulty with regard to agricultural districts; there would be the saving clause of emergency (2534–6).

(f.) *Seamen.*

MR. J. H. WILSON, Sailors' and Firemen's Union.

In favour of an eight hours' day for seamen.

Desired an eight hours' day for sailors and preferred legislation to "strikes." The firemen have, for several years, been working an eight hours' day, and there is no more difficulty in applying the system to the one class than to the other (9914–5).

MR. H. FRIEND, representing the North of England Sailors' and Seagoing Firemen's Association,

Preferred "Union effort" to legislation.

Stated that he was not in favour of a legal eight hours' day for sailors. He desired the introduction of a manning scale, which would practically effect a reduction in the hours of labour. The enforcement of a legal day, without a manning scale, would increase the dangers attending sea service (10,425–6).

Legislation is unnecessary; the hours of firemen have already been reduced by trades union effort, and what can be done in one case can be done in another (10,427), and this reduction of the firemen's hours having resulted in an increased efficiency, a similar advantage is to be expected from a reduction of the hours of sailors (10,433–9).

MR. REUBEN MANTON, representing the fishing industry of the North Sea fleet,

Desires a reduction of fishermen's hours.

Desired the assistance of the Legislature in reducing the hours of labour of the men employed in the fishing industry in the North Sea fleet. Their hours at sea are very long, but they desire, not so much a shortening of the hours at sea, as a day on shore with pay. They wish for more rest on shore, in consideration of the long hours worked at sea (11,188–95).

(g.) *Dock Clerks and Foremen.*

MR. A. E. EARNSBY, Free Labour Foreman.

One system of hours with relieving gangs is impossible; the gangs would quarrel (5856–7).

The men would object to a system of shifts.

And the men themselves would object to the system, not from a desire to work overtime, but because they prefer to "finish a bunker," taking the hard work with the light; if a new shift came on when the work was three parts done, the fresh men would have twice as hard work as the old (5970–1). There is not a majority in favour of it (5859).

Mr. G. BARHAM, representing the Association of Foremen and Clerks of the Docks of London,

Desired a 48 hour week for docks and wharves.

Considered that some measures should be taken in the direction of defining the legal hours of labour, (1) for the greater distribution of employment, and (2) because when the majority of the work is done by the piece, no man can do justice to himself or to his employer for a longer period than eight hours. And a man should be prevented from absorbing that which belongs to his brother labourer. Since, however, an eight hours' day would be impracticable, all workers in the docks and wharves should be limited to a certain maximum of working hours per week (7366–8, 7391–5, 7415–8).

EVIDENCE OF THE EMPLOYERS.

MR. HUBBARD, Chairman of Managing Committee of Docks Company.

48 hours week impracticable in the docks.

Dock labour is so varied that uniformity is impossible (4744). Fluctuations in business would make a 48 hours week impossible, and while he would be glad to do away with abnormally long hours, it would be impossible to materially alter the present state of things (4767).

The ordinary overtime, *i.e.*, the two or three hours worked over the eight hours, could not be usefully restricted by simply telling men to stand aside and give somebody else a day's work; it would induce people to hang about the docks and thus maintain instead of diminish casual labour (4745). Moreover, overtime is decreasing; there is not so much hurry and competition as there was two or three years ago (4897).

and the men object to a system of relays.

"Relays" would find favour with the company, but (1) the shipowners object to the system, and (2) the chief pressure against relays comes from the men themselves; they object to being turned off a profitable job (4747, 4910).

Further, witness was of opinion that if all the men were examined, while none would be found in favour of such very long hours, there would be very few indeed who would favour the restriction of labour to an absolute maximum of eight hours a day or 48 hours a week (4896).

MR. J. GREIG, Wharfinger.

Regularity impossible in shipping trade.

Absolute regularity is impossible where ships are concerned; an eight hours' day or 48 hours' week is impracticable and the witness would object to it (5677–81).

If overtime went on every day, a system of relays would be advantageous (5779), but there would be difficulty in dovetailing the shifts (5782).

"Overlapping gangs are not practicable.

As to overlapping gangs, by which one shift would come on after the other, with short gangs the work would be delayed; in actual practice it would be impossible to take some jobs early and some late (5832–9).

MR. J. GRIFFIN, Surrey Commercial Dock Company.

Fluctuation in the amount of work inevitable.

Fluctuation in the amount of work is inevitable (6097).

Timber work could not be spread over more men (6144), "only a certain number can do the work properly and "you cannot put more on to the job."

MR. W. BECKET HILL, Shipping.

Objects to a legal day.

The witness would strongly object to a legal day, especially in works where the capital is so great and the machinery so expensive that the work must go on almost continuously (6556).

And the men like overtime.

Fresh gangs for overtime are impossible in practice. The men *will* have the overtime—at the higher rate. And even admitting it to be the true interest of the men not to work extra hours "we never interfere "with them if we can help it," "nor make theoretical "objections to their employment" (6558).

MR. W. GROVES, Granary Keeper.

The work is more regular than it was; but it is a season trade and regularity is impossible (6821).

The work could not be distributed over a larger number of men.

With shorter hours no more men could be employed. A barge can only be unloaded at one loophole and one loophole can only take a certain number of men (6825–7).

Overtime is sometimes worked as late as 9 o'clock, but very rarely (6801).

MR. WILLIAM LANGRIDGE, of Gray, Dawes, and Co., London,

Overtime is a necessity.

Stated that some overtime was an absolute necessity in the shipping trade.* The employers had no desire for it (7181–2). Overtime is the result of circumstances over which they have no control (7234). In practice, it would be impossible to charge a higher freight for goods brought late, the trade not being a monopoly. If a higher freight were imposed by all shippers for late delivery, there would still be 100 causes of delay, such as fog, storms, &c., over which the merchant has no control (7230–50), and further there would still be the fear of foreign competition (7300–3). Moreover, the men make no grievance of overtime, and they would object to being "turned off a job" (7180, 7325–7).

* Mr. Cameron (docker) stated (8382–3) that he found the overtime worked "did him no harm."

ABSTRACT No. III.

ARBITRATION AND CONCILIATION.

ARBITRATION AND CONCILIATION.

ARBITRATION AND CONCILIATION.

LIST OF WITNESSES.

I.—EMPLOYED.

(a.) *Dockers.*

MR. FRANK BRIEN,
MR. T. McCARTHY,
MR. J. ATKINS,
MR. M. COSTELLO,
MR. BEN TILLETT,
} Dockers.

(b.) *Stevedores.*

MR. STEPHEN SIMS.

(c.) *Corn Porters.*

MR. J. FALVY, South Side Labour Protection League.

(d.) *Dock Clerks and Watermen.*

MR. G. BARHAM, Foreman and Clerks' Association.
MR. R. R. FAIRBAIRN, Thames Watermen and Lightermen.

(e.) *Seamen, &c.*

MR. J. HAVELOCK WILSON,
MR. SOLL SAMUEL,
} Sailors' and Firemen's Union.
MR. CLEM. EDWARDS, Federation of Trade and Labour Unions.
MR. H. FRIEND,
MR. W. KEY,
} North of England Sailors' Union.
MR. A. R. ABBOTT, International Federation of Stewards, &c.
MR. W. GRAFFUNDER, Amalgamated Seamen's and Tradesmen's Union.

II.—EMPLOYERS.

MR. J. GRIFFIN, Surrey Commercial Dock Company
MR. G. A. LAWS, Shipping Federation.
COLONEL BIRT, Managing Director of the Millwall Docks.

DOCKS, WHARVES, AND SHIPPING.

EVIDENCE OF THE EMPLOYED.

(a.) *Dockers.*

MR. BRIEN.

Was in favour of a board of arbitration or conciliation, consisting of an equal number of representatives of employers and employed "connected with the especial "line of business in which the dispute was pending." (72–3).

The men would be more ready to lay their case before a board (236–8).

A State board of arbitration.

He would approve a State board, to which workmen could make a final appeal (76), exercising a moral influence and with public opinion siding with its decisions.

No board could be "binding on either side" (77–79).

MR. McCARTHY.

Had "felt the need" of a State board of arbitration, but the question was only passing through the debate stage (420–1).

MR. T. ATKINS.

Was in favour of some form of State arbitration on account of the unwillingness of the dock authorities to negotiate. "After a strike had lasted seven days "the board should step in." In the last resort the State should have the power of fixing wages. If the employer could not prove his inability to pay the wage awarded "he must give way and somebody "else must do the business" (913–19).

A board without compulsory powers would "tend in "the direction of settling matters."

Without compulsory powers.

Public opinion has great weight. Let employers and employed "lay bare" their cases and "let the public "judge between them." This would be preferable to a compulsory power vested in the board (928–33).

MR. M. COSTELLO.

Was of opinion that both masters and men would abide by the decision of a State arbitration board.

"If they do it with our union they would be more likely to do it for a State board of arbitration" (2019–21).

MR. BEN TILLETT.

"Ministry of labour.

Considered that "there should be somebody elected to "confer, to interfere in a manner with all disputes, "a ministry of labour, a State board of arbitration," whose decision should be binding upon employers and employed. A bureau of labour, a ministry of labour, and a board of arbitration would remove half the workmen's difficulties. "In every district there "should be an authority collecting data and having "to do actually with the working life of the district" (3615).

Labour bureau and State board of arbitration.

The ministry of labour should be "in the direction of" arbitration.

Such a body as the Trades Union Congress should be represented on the ministry, and "all factory laws "in the committee stage should receive any sugges-"tions the officials of the Trades Congress might forward" (3930).

At the present time the men have no means of redress (3615).

They would more readily bring their grievances before a board; there would be a greater inducement to organise (3705–6); and there would be no longer the complaint of the unwillingness of the employers to negotiate (4081).

Board to be a court of appeal with no "initiatory power" to fix wages.

The arbitration board should be a court to which both parties might appeal, free of cost, in such cases as arise under the Employers Liability Act (3619–25); a tribunal to enforce agreements subject to the right of either party to show cause for departing therefrom (3629–31, 3638); a board to judge of the exceptional cases in which the 48 hours' rule may be disregarded (3965–73). "A standing committee in each district with power to "take legal action" (3978–83). But questions of wages should be outside the jurisdiction of the board (3626–8), *i.e.*, the board should have "no initiatory

power" to fix wages, but form a court of appeal in case of difficulty (3631), and this is not a regulation of wages, "because the men would be parties to it" (3638); but the agreement once made, there must be no departure from it, unless either employers or employed can show cause (3630, 3635–7).

With moral rather than legal force.

All they want is an impartial tribunal at which any dishonest or dishonourable employer or workman may be "brought to book" (3629).

The board should have a moral rather than a legal force, but there must be the power of compulsion in reserve (3633, 3930–3).

(b.) *Stevedores.*

MR. STEPHEN SIMS.

Or with compulsory powers.

Was in favour of a State board of arbitration, with compulsory powers (6847–9), extended to the settlement of wages (6851).

The employer should be compelled to prove that he could not pay the wage demanded (6852); but he really meant only a court of arbitration with powers to recommend (6807–91).

(c.) *Corn Porters.*

MR. J. FALVY.

Approved the idea of a board of arbitration, provided the board was composed of experts and not one sided (2712, 2703–9).

(d.) *Dock Clerks and Watermen.*

MR. G. BARHAM, representing the Association of Foremen and Clerks of the London Docks; and

MR. R. R. FAIRBAIRN, representing the Thames Watermen and Lightermen.

The conciliation board of the London Chamber of Commerce.

Were equally in favour of a system of arbitration and conciliation (7355, 7870). Both witnesses approved the conciliation board of the London Chamber of Commerce (7358, 7877, 8084). In the opinion of the first witness, the board must be "under State control and possess judicial functions," *i.e.*, after a resort to arbitration, the State should enforce the award (7358–9).

Mr. Fairbairn desired a "joint committee," with power to call in referee (7870).

Boards to be in every district.

He would establish boards in every district and for every trade, with power to refer, in cases of failure, to a "permanent board," composed of men practically acquainted with the details of the work (8249). Work must continue till the award is given, which should be binding for a month (7874–9).

(e.) *Seamen, &c.*

In favour of boards of conciliation.

ALL THE WITNESSES whose names are given in the list, viz., Messrs. J. Havelock Wilson, Clem. Edwards, H. Friend, W. Key, A. R. Abbott, W. Graffunder, and Soll Samuel, were in favour of the establishment, in some form, of boards of arbitration and conciliation (9060, 9875–7, 9909–12, 9992–7, 10,471, 10,884–6, 10,965–70, 11,117–8).

The employers have promised to consider the question (10,594–14).

Mr. Clem. Edwards was further of opinion that the board should be entrusted with powers of compulsion. It should elect its own chairman, who should have a casting vote as to the election of an umpire (8754–7).

With compulsory powers, to fix wages,

Powers should be given to the board to settle all disputed questions, including the rate of wages and all conditions of employment (8822–5). A fair rate of wages could be discovered by a compulsory inspection of the employer's books (8828).

and the rate of interest.

A fair rate of interest on capital should be fixed on, *i.e.*, the existing rate of interest on Consols with an additional per-centage for risk. Five per cent. would be a fair average remuneration for capital (8830–1).

The Unions would enforce awards by supplying fresh labour in the place of recalcitrant workmen. If the Unions were in fault, an action for breach of covenant could be brought against them with claim for damages (8885–9). The burden of proof would lie upon the employer, to show his inability to concede the terms demanded (8822–6).

EVIDENCE OF THE EMPLOYERS.

MR. J. GRIFFIN.

For the promotion of cordial relations between capital and labour, advocated the further adoption among the workmen of methods of negotiation and conciliation. At the present time they too frequently strike first and discuss the point afterwards (6118).

He had always been ready to meet the men (6247–51).

MR. G. A. LAWS.

An "official investigator of disputes."

Was in favour of the appointment of an "official investigator of disputes when a general strike or lock-out is threatened." This would prevent the interference of untrained investigators.

And further, the press would take their key-note from the report of such a "proper person," and, "if the press get wrong, it lengthens a dispute very much."

Such an official must be "thoroughly well informed" and "thoroughly impartial," an expert official "in the confidence of the Government, with power only to report to the Board of Trade or of Agriculture" (4991–4, 5251–3).

Mr. Laws did not consider that a joint board of employers and employed would "work," the time would be wasted in discussing utopian subjects (5254–7).

COLONEL BIRT, Managing Director of the Millwall Docks,

Approved the establishment of conciliation boards on the lines of those already in existence in the north. With a board, and a referee in the person of a retired judge, strikes would seldom occur. But the enforcement of an award must be left to public opinion (6965–8).

State board.

A State board would be less effective. Its decisions would not meet with the same sympathy as those of a man with a reputation for justice. Moreover, it is undesirable for the State to give a decision, unless it exercises the power of enforcing it (6969–70).

ABSTRACT No. IV.

Acts of Parliament.

ACTS OF PARLIAMENT.

Acts of Parliament.

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THE EMPLOYERS' LIABILITY ACT, 1880.

General Operation of the Act.

Evidence of the Employed.

Mr. H. QUELCH (Steamship workers).

System of general insurance by employers.

At present the employers insure against the Employers' Liability Act, and against all risk accruing therefrom and then they are careless (2383).

Mr. J. FALVY (Corn Porters).

Engenders carelessness.

When employers insure themselves, as they now do, they are apt to be quite careless about the lives or the limbs of the workmen (2623).

Inability to successfully fight insurance companies.

What we say is that if an insurance company takes up a case of this kind and fights it out right to the bitter end then insurance companies ought to be held responsible for the verdict if we get one. If this is not done, it is quite useless to fight a case. If the employer is insured and a man meets with an accident and the insurance takes the matter up, acting under their advice, he will evade his responsibility by a bill of sale. After we get a verdict the insurance company shows that it has happened through some negligence which he might have prevented; they drop upon him and take him to the Court of Appeal and the result to the poor injured workman is the same, viz., that he gets nothing for his injuries. With reference to the insurance companies, as I have just stated, it is almost impossible to recover from them, because they fight you to the very bitter end, and you will understand that it is a very difficult job for a poor man, if even he has the help of his friends, to raise a few pounds. But where we have often times to fight a rich company, where they have the aid of the best solicitors and the best counsel in London, I think you will see the impossibility of a man recovering anything under the Act. Again, we also complain that even at present if the insurance company agrees to take over the liability there is no security. We say that the insurance company who took over this insurance should be compelled to deposit something like the same amount as has to be deposited in the case of a life insurance. I believe the sum that they have to deposit is something like 20,000*l.*, so that if there is an unfortunate run of claims there is something for the insured to fall back upon. But with those insurance companies, and they are very numerous, to-day I am informed the premium is so low that it is no longer an inducement to the employers to insure. At the same time we contend that it tends to make the employer more careless than he otherwise would be. Until this Act came into force many of the employers really did not know any better but that they were liable, and we did not have as many accidents as now. I am speaking of my own particular district—that, of course, I know about. We did not have the number of accidents which we have had since the Act came into operation. The employer insures and it appears that it makes him careless whether his men meet with an accident or not (2770).

Increase of accidents since the Act came into operation.

Mr. BEN TILLETT (Docks and Wharves of London).

Objection to joint insurance.

Our men generally would be against any joint insurance between the workmen and employers for the purpose of contracting themselves out of the ordinary liability because they know their share of the spoils would be very little (3928).

Mr. H. QUELCH (Steamship workers).

No claim against foreign shipowners.

Accidents are frequent. . . . . There is practically no compensation because in the first place there is no claim on a foreign shipowner at all. You have no claim on the foreign shipowner when the foreigner is driving the winch; he is in the employment of the foreign company. . . . . (2217).

Mr. R. R. FAIRBAIRN (Amalgamated Society of Waterman and Lightermen of the Thames).

Difficulty of obtaining compensation.

We have a very great difficulty in obtaining compensation from the employers, under the Employers' Liabilities Act, where negligence has been proved on the part of the employers.

There is a great difficulty in getting the returns of the annual number of men I represent who lose their lives on the river—except on coroners' enquiries. I should add that coroners should be asked to supply the information. I think if the deceased was allowed to be represented by the relatives, or through a solicitor, it would be the means of minimising the accidents on the river . . . . and bringing the liability to the proper shoulders . . . . (8262–75).

Mr. BEN TILLETT (Docks and Wharves of London).

Amendments suggested.

I wish the Employers' Act amended in such a way that it will enable the poorest man to get redress. At the present moment, we, with large funds at our back and capable solicitors, have great difficulty very often in getting compensation; but there have been many cases where we could not get compensation, where the man and his mates had nothing at all to do with bringing about the accident. These men, before the Union stepped in, had no redress whatever. If he could get the Act amended that the poorest man would be able to get redress, or at least get an inquiry, and a judgment from a responsible legal official, it would be more satisfactory to the men all round . . . . I would suggest that an appeal should be made to a public department and that the decision should cost nothing to either party (3619–23). One is unable to ascertain exact particulars of accidents. but the Commissioner of the "Lancet" made an inquiry, and the result was that very few men are able to escape an accident who go to the Docks . . . . The men used to get an allowance, and many get it now, but the dock companies have re-organised their system, and given it over to the shipowners, and many of the men are not able to get what the dock companies did allow. They allowed a certain sum of money; but the labourer knows very well that if he took his case for compensation to a court, he would be out of court for ever, so far as his labour was concerned (3676).

Appeal to a public department free of cost.

Evidence of the Employers.

Colonel G. R. BIRT (General Manager of the Millwall Docks).

Mutual insurance.

There was a good deal of alarm as to the effect of the Employers' Liability Act when it first came into operation. My directors suggested to our men that they should try a scheme of mutual insurance, and that this insurance should cover not only accidents

Acts of Parliament.

whilst working in the docks, but also accidents in private life, that is, everywhere. With some difficulty I induced the men to try this for three months. It was on a very liberal scale. For instance, a man earning 30*s.* per week should be entitled to 30*s.* sick pay for 26 weeks, and in the event of death his family would get 225*l.*, which was the three years allowed by the Act. The payment for this was to be 6*d.* per week, of which the company were to pay 3½*d.* and the men 2½*d.* Well, the scheme went on the three months, and, as promised, we had a meeting of all concerned at the end of three months, and the men preferred not to continue it.

Discontinued at the instance of the employed.

The fact is, that there were very exaggerated notions as to the effect of the Act, and, secondly, there was a strong indisposition on the part of the men to contract themselves out of it, and therefore the men decided to stand by the Act itself. Of course, the directors agreed to that, and since then the Act has been in operation. I should say that the company's contribution to this scheme of mutual insurance turned out to be three or four times per annum more than the cost brought upon them through accidents. Although we were losing by it, we desired to continue it, and it was the men who said "No" . . . . One reason for continuing it was . . . . that it was a very disagreeable duty falling on me and the directors to decide whether the man is blameable himself or not, and we thought we should be able by payment of 300*l.* or 400*l.* a year to avoid that . . . .

Actual cost to the employers.

System of management.

Under the scheme, the management was confined to a committee formed by the men themselves. All that the company did was to contribute their share of the money, and to guarantee that the men should have the benefits accruing to him (6940–7).

We insure ourselves; and we not only insure for personal injury, but we also insure for goods, therefore the two things are mixed up. We pay 525*l.* a year for both, and probably if you put half of it to personal injury, that would be about right. We pay that sum to an insurance company, and they stand in our shoes (7081–2).

I cannot say whether those who assumed to speak for the trades unions in the House of Commons represented the trades unions as a body, in taking that course, but I am bound to say that I think they made a mistake in the interests of the men (7117).

Practically the Employers' Liability Act throws a very small liability indeed upon the employers of labour as far as the docks are concerned; nothing like to so alarming an extent as was anticipated when it was started (7125).

Mr. WILLIAM LANGRIDGE, (Head of the Shipping Department of Messrs. Gray, Dawes, & Co.).

Inspection of gear.

As regards precautions against accidents, we have all our gear and chains carefully inspected, overhauled and tested by people who are specially appointed by experts in the trade (7203). I cannot say how much our firm has paid for compensation to employés in our employ since the introduction of the Employers' Liability Act (7266).

SECTIONS 1 AND 8.

NOTE.—Section 1 confers its benefits only upon "workmen," and the 8th section provides in terms that the expression "workmen" means a railway servant, and any person to whom the Employers' and Workmen Act, 1875 applies. Section 13 of the last-mentioned Act, however, expressly provides that the Act shall not apply to seamen or apprentices to the sea service.

Evidence of the Employed.

Mr. J. FALVY (representing the Corn Porters in Rotherhithe, Bermondsey, &c.) objected to this "Seaman Clause."

Seamen not within the Act.

When work is slack, and men wish to take a job across the channel, and are then, in case of accident, barred from recovery of compensation under the Act. The witness cited an unreported case of Grace *v.* Cauthorne Q.B.D. (In this case the court, reversing the judgment of a County Court Judge, held, after reference to the definition of "seaman" in the Merchant Shipping Act, 1854, that a fireman on board a steamer was a seaman, and therefore not a person to whom the Act applied (2770).

Mr. R. R. FAIRBAIRN (Amalgamated Society of Watermen and Lightermen of the Thames).

Acts of Parliament.

Watermen and lightermen of the Thames not within the Act.

I have always been under the impression that we are precluded, under the Employers' Liability Act, from getting compensation because of our occupation being on the water. At the same time, as a rule there is generally an offer of compensation in case of injury or accident, but to such a limited degree that, for the want of being able to enforce the facts, we are compelled to accept (8263).

Mr. JOSEPH HAVELOCK WILSON (Secretary of the National Amalgamated Sailors and Firemen's Union of Great Britain and Ireland, and President of the Federation of Labour Unions).

I know two or three hundred cases where men have been injured in shipowners' services, and unable to follow their occupation, and left abroad. In one case, a man had his leg taken off on board of a steamer, and judging from a statement made to me, I should say that the owner, if we had the Employers' Liability Act, would be held responsible. I could go on enumerating dozens of cases which have occurred (9585–6). We ask that the State should give our members the same privileges, under the Employers' Liability Act, as are conferred upon workmen on land. The law is very unsatisfactory so far as the seamen are concerned. Numbers of men are injured, through the neglect of the employer to provide proper equipment on board the ship. We have two Acts which apply to seamen, one is Lord Campbell's Act, and the other the Act of 1876; but Lord Campbell's Act* says that the employer shall not be held responsible for any accident that may occur through the neglect of a fellow servant, and the judges have held that a captain is a fellow servant, therefore we are debarred from compensation for any neglect on the part of the captain and officers. Then, again, the Act of 1876 provides that there is an implied contract or warranty, between the master, the owner, and the crew, that the ship shall be seaworthy on leaving the United Kingdom, and kept seaworthy during the whole of the voyage. Well, now, we thought that we were secure in that section of the law, at least, to say that if a captain took a ship to sea when she was unseaworthy, and she was lost, and men's lives were sacrificed, we should get compensation. But there was a case which was tried last week in the High Court when the judge held that the owners should not be held liable for the neglect of the captain to provide that the ship was seaworthy, and he also held that the captain was a fellow servant. Well, that ruling puts the sailor in a very queer position, because he is bound to obey the orders of the captain, otherwise he is imprisoned for refusing duty; and, therefore, we stand in this position: that although we see that it is dangerous to perform a certain duty, we have to have no judgment of our own, because the magistrate says we must bow to the superior judgment of the master; therefore we are bound to obey. If we obey the orders and we lose our lives, then the judges say there is no compensation because this is the neglect of a fellow servant (9917).

Seamen should have same privileges as workmen on land.

Are barred from compensation owing to the doctrine of common employment.

I saw the answer given by Mr. Laws, to the effect that ample compensation is provided by our laws; but that is not correct. The Employers' Liability Act does not apply to seamen either at home or abroad. The Act of 1876 only applies to the seaworthiness of the ships, and before a man can get compensation he must prove that the shipowner knowingly sent a ship to sea unseaworthy. Well, if a ship is lost with all hands, who is going to tell the tale— who is going to give evidence to prove that she was unseaworthy before she left port? But unless that can be done there is no compensation. Under Lord Campbell's Act,* which also applies to seamen, no compensation can be got if it is through the neglect of a fellow servant.

Therefore the seamen at the present time practically are debarred from any compensation for injuries, or for the loss of their lives (10,208).

Mr. REUBEN MANTON (National Federation of Fishermen).

Act should apply to fishermen.

The fishermen cannot claim under the Employers' Liability Act. A good many men have been injured on board of fleeting vessels while the vessels have been at sea. We contend that injuries that happen

* The witness has apparently confused this Act with the common law doctrine of common employment.

Acts of Parliament.

to fishermen on board of fleeting vessels could many of them be avoided if the vessels were better equipped before they went to sea, with spare ropes, and spare gearing, and so on. We think the boats should be properly inspected, that there should be a Board of Trade Surveyor for all fleeting vesssls' boats (11,210–1).

Mr. ARTHUR R. ABBOTT (International Federation of Stewards, Seamen and Firemen).

and seamen.

I would propose that the Employers' Liability Act be extended to seamen (9046–7).

SECTION I. AND II.

Evidence of the Employed.

Mr. J. ATKINS (Wharf and Dock Labour).

Contributory negligence, too easy to prove.

If a man is hurt in consequence of the carelessness of his employer he is entitled to legal compensation. He would be under the Employers' Liability Act, but there are many difficulties in the way of the docker. For instance, the dock company have a solicitor . . . . that can easily get plenty of witnesses to disprove what the other fellow will say. In many cases where men have tried to get compensation, they having some solicitors good enough to matter up on chance, they have lost by the company's officials being in a position to disprove that it was carelessness . . . . Men will come forward and give evidence contrary to the fact in order to keep their own positions . . . . (899–900).

Mr. H. QUELCH (Steamship Workers).

We have first of all the difficulty of contributory negligence, which is so easy to prove or appear to prove (2217).

Mr. JOSEPH FALVY (Corn Porters).

Many cases have occurred where men have not been able to recover. I have myself met with an accident, and owing to the contributory negligence clause . . . . I have not been able to recover (2624).

Mr. W. SALTER (Wharf and Dock Labour).

Reporting defects in machinery.

If men do not report a defect (in machinery) which they see, they cannot recover damages. If they do report a defect which they see, they risk losing their employment. I do not wish the whole clause to be erased and the whole responsibility thrown upon the employer, without any report from the workers. They may have workmen doing things which are not right. I would only make the employer liable for wilful negligence. When sheer negligence on the part of the men is not proved and there is a defect in the machinery, then he would make the employer liable (2787–92).

. . . . Compensation under the Act is nothing but a farce . . . . they can go and get plenty of men to turn round and give evidence right in their favour for the purpose of getting employment . . . . verdicts are obtained by false evidence . . . . (2810–1).

Mr. STEPHEN SIMS (Amalgated Stevedores' Labour Protection League).

Common employment.

I have to speak first of section 1, sub-section 2, where it says, "By reason of the negligence of any person "in the service of an employer who has any super-"intendence entrusted to him, while in the exercise "of such superintendence." The definition clause to that states that the expression "person who has "any superintendence entrusted to him" means a person whose sole or principal duty is that of superintendence and who is not ordinarily engaged in manual labour. But in our case we have scarcely one per cent. of men who are not ordinarily engaged in manual labour, for the simple reason that an employer, a master stevedore, has at times seven or eight vessels and requires seven or eight superintendents. In the course of two or three days half of these vessels are finished or gone away, and half of those superintendents have to go to work on the other vessels. Therefore they are men ordinarily engaged in manual labour.

Case cited.—Watson *v.* West

We have had cases in point. The first case tried was the case of Watson *v.* West, where the fireman gave a negligent order and a man got his leg broke, but we were unable to obtain compensation, because it was a case of common employment. I would suggest that it be amended in this way. . . . .

Acts of Parliament.

Proposed amendment of the section.

"By reason of the negligence of any person in the "service of the employer who has any superintendence "entrusted to him" (6853–4).

Mr. JOSEPH FALVY (Corn Porters).

Referring to the steamship workers on the Thames, said when steam winches are at work . . . . accidents happen owing to men being unable to see through the steam; it is utterly impossible to see those working beneath . . . . We say that that could be altered by the expenditure of a few shillings (by the employer); but seeing that the whole of the workmen are employed in what is called "common employment" they cannot recover . . . . We do not feel the contributory negligence (clause) quite so severely as the doctrine of common employment, because contributory negligence is a thing that the county court judges leave to the jury. Under common employment, as they say, there is the Act of Parliament, and they cannot go outside of it . . . . In one case there were three sets of men, masons, plasterers and decorators, building a house, and three sets of employers, yet it was held that the whole of the men were engaged in one employment (2770).

Mr. T. McCARTHY (Dock and Wharf Labour).

The Employers' Liability Act does not apply generally (in cases of compensation for accidents), for the reason that many of the men who are foremen one day are simply working in gangs the next day, and I think there is a clause in the Act which defines superintendence of labour, and those men are not superintendents within the meaning of the Act (400).

Mr. H. QUELCH (Steamship workers).

Then we have the "common employment," which shows that if a man does anything at all to the work, and an accident results from his negligence, that the employer is not liable (2217).

Accidents through a ganger's negligence,

It is not fair at all. A man acts as a ganger, the men who are working with him are absolutely under his control, they are bound to obey his orders or go; a man cannot afford to go; the men have to stick, and if an accident occurs through the ganger's negligence through his giving the men wrong instructions or something of that kind, they have absolutely no claim on the employer—the workman not having the opportunity of saying who he shall work with, the employer ought to be responsible for any act of negligence (2379–81). I should say that 90 per cent. of accidents which have come under my notice have arisen in consequence of defective gear, or of the negligence of some person having authority, but who is at the same time said to be in common employment with the person to whom the accident happens (2383).

and defective gear.

Evidence of the Employers.

Mr. WILLIAM BECKET HILL (of the firm of Allan Brothers and Company, of Liverpool and London, Shipowners).

Injuries generally the fault of the workmen.

I do not know of any cases in which men have been injured by defective gear. We have some cases of injuries, but I have always found them to have arisen from men's own carelessness, and it seems to me a very hard case that the employer should have to pay . . . . The employer should only be responsible for injuries resulting from orders given by himself or his representatives, or from defective gear (6471), (6551).

SECTION 3.

Evidence of the Employed.

Mr. H. QUELCH (Steamship Workers).

Limit of sum recoverable as compensation.

There is practically no compensation for accidents when they occur . . . . I say that the law is inadequate nine cases out of ten . . . . There should be no limit to the amount of compensation allowed. I think it should be left to a jury to decide what the compensation should be (2216–9).

Mr. STEPHEN SIMS (Amalgamated Stevedores' Labour Protection League).

We should like there to be no limit to the amount of compensation recoverable under the Act (6855).

SECTION 6.

Evidence of the Employed.

Mr. H. QUELCH (Steamship Workers).

Trial of actions.

Objection to appeals from county courts.

I object to the right of appeal from the decision of the jury, because working men cannot afford to fight those continuous appeals; and where cases are carried to a higher court, in nine cases out of ten the feeling is entirely on the side of the employer, and the men get nothing like justice done (2220).

I think that some penalty should be imposed upon the employers where it can be shown that there is anything approaching criminal neglect. I wish to make the liability unlimited for the purpose of surrounding the conditions of employment with all safety appliances; the employers at present insure against all risk accruing from the Act and then they are careless (2382–3).

Mr. STEPHEN SIMS (Amalgamated Stevedores Labour Protection League).

After a decision is given in a county court in favour of a man or against him, there should not be leave given for so many appeals from court to court; that effectually puts a working man out of court entirely, because he has not got the means to defend the appeals. The union does not provide the money for individual law expenses. There is another suggestion that we have to make: that where the damages obtained are under 50*l.* no appeal should be allowed (6855–6).

Evidence of the Employers.

Colonel G. R. BIRT (Millwall Docks).

Actions triable in county courts only.

I think it would be a good thing if all cases under the Employers' Liability Act, at any rate extending to 500*l.* were triable only in the county court. I do not know why the superior court should be troubled with these cases. On our side I should be equally satisfied with the county court, and I fancy the men would be the same. Moreover, it is undesirable to allow these constant appeals. They are a denial of justice all round. They are costly, and, as I say, so uncertain that they practically amount to a denial of justice. I would propose to do away with the right of appeal on either side. I think it would be bad for the men to have the right to apply to a Government officer to take up their case; for supposing a man did apply to a Government officer and he were to say "this is a case which I do not think we can take up, for your case is not good." Were that to be so, and the man subsequently went to the court, it would tell so much against him, if it came out in evidence, that the Government officer appointed specially to inquire had decided against him (6940).

I do not think we ever went into court about a claim . . . . I do not think it is fair that when a very ordinary case has been disposed of anyone should have the right to carry it to two or three other courts (7083–4).

THE MERCHANT SHIPPING ACTS.

I.—LOCAL MARINE BOARDS.

MERCHANT SHIPPING ACT, 1854, SECTION 110.

Section 110.—"There shall be Local Marine "Boards for carrying into effect the Provisions of "this Act under the Superintendence of the Board "of Trade at those Seaports of the United Kingdom "at which Local Marine Boards have heretofore "been established, and at such other Places as "the Board of Trade appoints for this Purpose; "and each of such Local Marine Boards shall be "constituted as follows; (that is to say) *the Mayor "or Provost and the Stipendiary Magistrate, or such "of the Mayors or Provosts and Stipendiary Magis-"trates of the Place (if more than One) as the Board "of Trade appoints, shall be a Member or Members "ex officio; the Board of Trade shall appoint Four "Members from persons residing or having Places "of Business at the Port or within Seven Miles "thereof; and the Owners of Foreign-going Ships "and of Home Trade Passenger Ships registered at "the Port shall elect Six Members;* and such "Elections as aforesaid shall take place on the "Twenty-fifth Day of January One thousand eight "hundred and fifty-seven, and on the Twenty-fifth "Day of January in every Third succeeding Year, "and such Appointments as aforesaid shall take "place within One Month after such Elections; "and upon the Conclusion of such Month and the "Constitution of a new Board the Functions of "the then existing Board shall cease and the "Board consisting of the Members then newly "elected and appointed shall take its Place; and "any occasional Vacancy caused in the Intervals "between the General Elections and Appoint-"ments, by Death, Resignation, Disqualification, "or otherwise, shall be filled up within One "Month after it occurs; and every Person elected "or appointed on an occasional Vacancy shall "continue a Member until the next Constitution "of a new Board; and the Mayor or Provost shall "fix the Place and Mode of conducting all such "Elections as aforesaid, and also on occasional "Vacancies the Day of Election, and shall give "at least Ten Days' Notice thereof; and the "Board of Trade shall have Power to decide "any Questions raised concerning any such "Elections."

Evidence of the Employed.

Mr. J. H. WILSON (Sailors' and Firemen's Union).

Seamen demand equal representatives on boards with shipowners.

In the majority of cases we find that, instead of nominating independent persons as its representatives, the Board of Trade has appointed shipowners, so that a large number of the boards are constituted entirely of employers.

. . . . We ask that we shall have equal representation with the shipowners. For that purpose we propose that the Board of Trade should appoint four persons who are not interested in shipping in any way; that the shipowners should elect six representatives, and the seamen six. Then we believe that the Merchant Shipping Act will be administered in a proper spirit and that the enquiries, which are held from time to time, will not be so much in the form what we call "whitewashing." "The Seamen's Union" at the port at which each board is constituted is to be the Seamen's constituency (9348–51).

II.—ENGAGEMENT OF SEAMEN.

(A.) SPECIAL LICENSES.

MERCHANT SHIPPING ACT, 1854, SECTION 146.

Section 146.—"*The Board of Trade may grant "to such persons as it thinks fit licenses to engage "or supply seamen* or apprentices for Merchant "Ships in the United Kingdom, to continue for "such periods, to be upon such terms, and to be "revocable upon such conditions as such Board "thinks proper."

Evidence of the Employers.

Mr. G. A. LAWS (Shipping Federation).

Board of Trade does not exercise its powers under the Act.

The Board of Trade should grant licenses to a certain number of the Federation Registry offices or to some of its own officers. Unfortunately it refuses to do so, for reasons which I am myself unable to explain. It is urged that if the Board conceded this favour to a body of owners, it would have to do the same for the unions of the men (4960). But the owners, not the unions, are the employers of labour, and as such, can reasonably demand facilities for engaging the men they employ. The shipowner is the only employer of labour who is obliged to engage his men before a Government official. And when, in addition to that disadvantage, I mention the fact that he is not even allowed to seek those men through an agent, I trust I have said enough to show this Commission that there is some need for a revision of the 146 section (4960) . . . . I want the Board of Trade to exercise its powers under the Act (5380).

Evidence of the Directors of a Sailors' Home.

Mr. VERNON WESTON (The Sailors' Home).

The Board of Trade has recently refused to grant special licenses on the ground that the existence of

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Shipping Offices obviates the necessity for so doing. But, as a matter of fact, men are not engaged at these offices, at any rate for sailing vessels (7845, 7856–8).

The encouragement of "crimping" by captains and officers shows that some middleman is wanted, and the witness proposed that the Board of Trade should grant licenses to the officers of Sailors' Homes, one of which he represented (7846).

(B.) "CRIMPING."

MERCHANT SHIPPING ACT, 1854. SECTION 147.

Section 147.—"The following offences shall be punishable as herein-after mentioned; that is to say,

(1.) If any person not licensed as aforesaid, other than the owner or master or mate of the ship, or some person *who is bonâ fide the servant and in the constant employ of the owner*, or a shipping master duly appointed as aforesaid, engages or supplies any seaman or apprentice to be entered on board any ship in the United Kingdom, he shall, for each seaman or apprentice so engaged or supplied, incur a penalty not exceeding 20*l.*

(2.) If any person employs any unlicensed person, other than persons so excepted as aforesaid, for the purpose of engaging or supplying any seaman or apprentice to be entered on Board any ship in the United Kingdom, he shall, for each seaman or apprentice so engaged or supplied, incur a penalty not exceeding 20*l.*, and if licensed, shall, in addition, forfeit his license.

(3.) If any person knowingly receives, or accepts to be entered on board any ship, any seaman or apprentice who has been engaged or supplied contrary to the provisions of this Act, he shall, for every seaman or apprentice so engaged or supplied, incur a penalty not exceeding 20*l.*

Section 148.—If any person demands or receives, directly or indirectly, from any seaman or apprentice, or from any person seeking employment as a seaman or apprentice, or from any person on his behalf, any remuneration whatever, other than the fee hereby authorised, for providing him with employment, he shall, for every such offence, incur a penalty not exceeding Five Pounds.

Evidence of the Employed.

Mr. J. H. WILSON (Sailors' and Firemen's Union.).

How law is broken by Shipping Federation.

Agents of the Shipping Federation break the law by supplying men to ships. They are, it is true, the servants of a body of owners, but not of any particular owner; and therefore they cannot claim the right to supply men under section 147, sub-section 1. The witness understood from the answer given by the President of the Board of Trade to a deputation of the Federation, that, though the Board would not grant special licenses to the agents of the Federation, it neither had nor ever would, take action against them for supplying men to ships (9831–4).

In action of Board of Trade.

Mr. MAURICE EVANS DARBY (Glasgow Seamen's Union).

Shipping Federation encourages "crimping."

The Shipping Federation encourages "crimping," by ignoring the clauses of the Merchant Shipping Act that disallow any unqualified person to supply men without a license from the Board of Trade; and by getting-boarding masters and boarding mistresses, that have men of all classes and character in their houses, to supply them instead of the Board of Trade officials (10,689).

Evidence of the Employers.

Mr. G. A. LAWS (Shipping Federation).

Proposed amendment.

I should like this Commission to consider the expediency of eliminating from the 147th section the words "*bonâ fide* the servant and in the constant employ of "the owner;" . . . . because it is impossible that the owner can have constant servants all round the country, whereas he may have the most respectable agents at every port. Whatever may have been feasible in 1854, when most of the merchant shipping trade was carried on by means of sailing vessels, it is now simply impossible, especially during strikes, to engage a sufficient number of good men without telegraphing to other ports. Since the law does not allow owners to have accredited agents, they have sometimes had no option but to apply to the crimps (4957).

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Evidence of the Directors of a Sailors' Home.

Mr. VERNON WESTON (Sailors' Home, Well Street).

Crimping.

Both the above sections of the Act are constantly broken. Men are unlawfully supplied to ships, and charged a fee by "crimps" (7839–40).

III.—ALLOTMENT OF WAGES.

MERCHANT SHIPPING ACT, 1854. SECTIONS 149 AND 169.

MERCHANT SEAMEN (PAYMENT OF WAGES AND RATING) ACT, 1880. SECTION 3.

Section 149 *of Act of* 1854.—And every such agreement shall be so framed as to admit of stipulations to be adopted at the will of the master and seaman in each case, as to advance and allotment of wages, and may contain any other stipulations which are not contrary to law: Provided that if the master of any ship belonging to any British possession has an agreement with his crew, made in due form according to the law of the possession to which such ship belongs, or in which her crew were engaged, and engages single seamen in the United Kingdom, such seamen may sign the agreement so made, and it shall not be necessary for them to sign an agreement in the form sanctioned by the Board of Trade.

Section 169.—The wife, or the father or mother, or the grandfather or grandmother, or any child or grandchild, of any brother or sister of any seamen in whose favour an allotment note of part of the wages of such seaman is made, may, unless the seaman is shown, in manner herein-after mentioned, to have forfeited or ceased to be entitled to the wages out of which the allotment is to be paid, and subject, as to the wife, to the provision herein-after contained, sue for and recover the sums alloted by the note and as the same are made payable, with costs from the owner or any agent who has authorised the drawing of the note, either in the County Court or in the summary manner in which seamen are by this Act enabled to sue for and recover wages not exceeding fifty pounds; and in any such proceeding, it shall be sufficient for the claimant to prove that he or she is the person mentioned in the note, and that the note was given by the owner or by the master or some other authorised agent; and the seaman shall be presumed to be duly earning his wages, unless the contrary is shown to the satisfaction of the Court, either by the official statement of the change in the crew caused by his absence, made and signed by the master as by this Act is required, or by a duly certified copy of some entry in the official log-book to the effect that he has left the ship, or by a credible letter from the master of the ship to the same effect, or by such other evidence of whatever description as the Court, in its absolute discretion, considers sufficient to show satisfactorily that the seaman has ceased to be entitled to the wages out of which the allotment is to be paid: Provided that the wife of any seaman who deserts her children, or so misconducts herself as to be undeserving of support from her husband, shall thereupon forfeit all right to further payments of any allotment of his wages which has been made in her favour.

Section 3 *of Act of* 1880.—(1.) Every agreement with a seaman, which is required by the Merchant Shipping Act, 1854, to be made in the form sanctioned by the Board of Trade, shall, if the seaman so require, stipulate for *the allotment of any part not exceeding one-half of the wages of the seaman* in favour of one or more of the persons mentioned in section one hundred and sixty-nine of the Merchant Shipping Act, 1854, as amended by this section.

(2). The allotment may also be made in favour of a savings bank, and in that case shall be in favour of such persons carried into effect in such manner as

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may be for the time being directed by regulations of the Board of Trade; and section one hundred and sixty-nine of the Merchant Shipping Act, 1854, shall be construed as if the said persons were named therein.

(3.) The sum received in pursuance of such allotment by a savings bank shall be paid out only on an application, made through a superintendent of a mercantile marine office, or the Board of Trade, by the seaman himself, or, in case of death, by some person to whom the same might be paid under section one hundred and ninety-nine of the Merchant Shipping Act, 1854.

(4.) A *payment under an allotment note shall begin at the expiration of one month* or, if the allotment is in favour of a savings bank, of three months, from the date of the agreement, or at such later date as may be fixed by the agreement, and shall be paid at the expiration of every subsequent month, or of such other periods as may be fixed by the agreement, and shall be paid only in respect of wages earned before the date of payment.

(5.) For the purposes of this section "savings bank" means a savings bank established under one of the Acts mentioned in the first schedule to this Act.

Evidence of the Employed.

Mr. J. H. WILSON (Sailors' and Firemen's Union).

Power of allotment should be extended.

"The Act of 1880 provided that a seaman should have "an allotment note, so that, after he had been a "month on board ship, his wife could draw half the "wages he has earned in that period . . . . This "is not satisfactory . . . . A sailor's wife "should receive a portion of her husband's wages at "the end of each week . . . . We further "propose that seamen shall be allowed to leave "allotment notes in favour of a savings' bank or any "registered trade union or friendly society" (9345).

Bill to amend the law.

The witness' Bill, containing these proposed amendments of the law, is entitled "A Bill to Amend the Payment of Seamen's Wages Acts of 1854 and 1880" (9345).

Difficulty experienced in obtaining allotment notes.

Seamen very often find some difficulty in obtaining allotment notes, though section 149 provides that the agreement between the employer and the employed shall be so framed as to admit of stipulations being adopted, at the will of both in each case, as to the allotment of wages, and though regular forms for such allotments are issued by the Board of Trade under section 168. For "not understanding the law, "they ask the captain for these notes before they "sign articles, with the result that he says: If you "want an allotment note, I wont take you" (9369-70).

Inconvenience experienced after obtaining them.

Even when a seaman does get an allotment note, he is obliged to pay 5*s*., and sometimes as much as 10*s*. to the 1*l*., to the person who cashes it for him. It is not payable until one month after the ship sails; but the man must get somebody to cash it at once, in order to pay for his outfit. The person who cashes it gets the first month's payment, so that the seaman's wife has to wait two months after her husband sails before she receives anything. If a man were to have a weekly allotment note, and if, at the end of the first week, his wife were to be permitted to draw 16*s*. out of 20*s*. earned during that time, "it would be "much better for the seamen, and much better for "their wives. For it is a very serious matter for a "woman with five or six children to be unprovided "with money for two months" (9371-2).

Owners make capital out of money belonging to their men.

At present a man can allot only half his wages. It is desired to prevent the owners from retaining so much of the seaman's wages as they do now. They have no right to make capital for themselves out of money belonging to their men. Wages should not be allowed to accumulate, as they very often do, for twelve months in the hands of an employer, without payment of interest. "A man should be allowed to have "his money deposited in a bank, a society or any-"where he likes" (9373-4).

Mr. J. B. LEE (Sailors' and Firemen's Union, Sunderland).

Extension of power of allotment.

The wife of any seaman who is known, both to herself and to the shipping office, to be on board a vessel, "ought to be able to get two thirds of her husband's "wages . . . . It is not sufficient that half "should be paid" (10,560-2).

Mr. WILLIAM KEY (North of England Sailors and Firemen's Union.)

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The present mode of paying wages is very degrading, so far as seamen's wives are concerned. "I consider that shipowners are morally responsible for a great deal of the prostitution that is carried on in this country, on account of the long intervals that the men's wives have to wait for the wages" (10,802).

Weekly payments to be substituted for allotment notes.

Payments to the wives ought to be made weekly instead of monthly (10,805-6).

A man can now allot half his wages; but this is not enough. The maximum should be two thirds instead of one half (10,807-13).

Employers will not cash the allotment notes which the seamen get before sailing until after the expiration of a month. In order to get them cashed, therefore, the men must apply to the Jews, who sometimes charge as much as 10*s*. in the pound for the favour.

Allotment notes ought to be abolished altogether, and a seaman's family should be paid every week, if he so desired it, beginning with the very first week of his engagement (10,866-75).

Mr. WILLIAM GRAFFUNDER (Cardiff Seamen and Tradesmen's Union).

Impracticable in sailing vessels.

The substitution of a system of weekly payments for allotment and advance notes might be effected with advantage in steam boats. But it would not be practicable in sailing vessels, because, if they went away on a long voyage, the money would be paid before the owner could know whether the man had remained by the ship or not . . . . It could not be carried out weekly; it might fortnightly, in steamers (1108-9).

Mr. SOLL SAMUEL (Cardiff Seamen's and Tradesmen's Union).

Cashiers need protection.

Having legalized advance notes, the Legislature ought to devise some easier and speedier method, by which the tradesmen who cash them might recover the money, than exists at present. There should be a law that where a trader, or any one discounting such advance notes, could either sue before the magistrate or prove his claim before the Board of Trade, he should have power to garnishee their future earnings (11,127).

Suggested amendment.

The notes should be sold only by authority from the Board of Trade. At present they are sold by stationers and others, a system which tends to favour forgery (11,128).

IV.—PROVISIONS.

MERCHANT SHIPPING ACT, 1854, SECTIONS 149, 225, 226.

Section 149. The master of every ship, except ships of less than eighty tons registered tonnage, exclusively employed in trading between different ports on the coasts of the United Kingdom, shall enter into an agreement with every seaman whom he carries to sea from any port in the United Kingdom as one of his crew, in the manner hereinafter mentioned; and every such agreement shall be in a form sanctioned by the Board of Trade, and shall be dated at the time of the first signature thereof, and shall be signed by the master before any seaman signs the same, and shall contain the following particulars as terms thereof; (that is to say) . . . .

(6.) *A scale of the provisions which are to be furnished to each seaman.*

(7.) Any regulations as to conduct on board, and as to fines, *short allowance of provisions or other lawful punishments for misconduct*, which have been sanctioned by the Board of Trade as regulations proper to be adopted, and which the parties agree to adopt.

Evidence of the Employed.

Mr. J. H. WILSON (Sailors' and Firemen's Union).

Scale of provisions.

Though it is provided that all agreements between masters and seamen shall contain, among other things, a scale of the provisions to be furnished to each man, there is no indication what that scale shall be (9361).

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Board of Trade scale unsatisfactory.

The scale sanctioned by the Board of Trade, which has been in force without modification for more than 40 years, is unsatisfactory. It is not contained in an Act of Parliament; but it is simply a regulation (9344, 9362). We think it wants revision, and that its amendment should be made directly by Act of Parliament, so that there should be no strikes in getting it enforced. Among the bills, therefore, which I will hand to each member of the Commission, there is one with regard to the scale of provisions and accommodation (9343, 9345).

Bill to amend the law.

It is true that the law already provides that the superintendent of the Mercantile Marine Office shall ascertain that the seamen understand the terms of their agreements before signing. But when it comes to the scale of provisions—in the first place, the shipping masters or clerks in the office read so rapidly that the men do not actually know what is contained in the scale. In the second place, the scale is known to be insufficient, and the men sign on the understanding that it will not be adhered to. And, lastly, the men know that if they object to it the owner will immediately procure another crew (9364–5).

Mr. J. B. LEE (Sailors' and Firemen's Union, Sunderland).

Board of Trade scale insufficient.

The provision scale at present sanctioned by the Board of Trade is insufficient (10,528).

It is a minimum scale (10,530). We want it altered; by the Board of Trade, by Parliament, or by any power that can do that (10544–5).

The Seamen's and Firemen's Union has a provisioning scale that it intends to present to the powers, whether it is the Board of Trade or Parliament (10,624). Several owners have been persuaded to adopt an increased scale, but we want the Government to protect us in it. We want to make it a law (10625–28).

Necessity for legislation.

Punishment by short allowances should be abolished.

It is a very bad plan that the captain should have the power of taking off certain quantities from the provisions under certain circumstances. He ought not to have the power of punishing a man in that direction, when there are other ways of dealing with insubordination (10,613).

SECTION 225.

Section 225.—*Every Master shall keep on board proper Weights and Measures* for the purpose of determining the quantities of the several provisions and articles served out, and shall allow the same to be used at the time of serving out such provisions and articles, in the presence of a witness, whenever any dispute arises about such quantities, and in default shall for every offence incur a penalty not exceeding Ten Pounds.

Evidence of the Employed.

Mr. J. H. WILSON (Sailors' and Firemen's Union).

Scales and weights.

I may also point out that, although the law provides that there shall be scales and weights for weighing out the food to the seamen, there is no law which provides that they shall be kept in proper order; and I have seen scales on board a ship that have been there for 10 or 20 years, probably without once being adjusted during that time (9366).

SECTION 226.

Section 226.—"*Any Local Marine Board may,* " upon being required by the Board of Trade so " to do, *appoint and remove a Medical Inspector of* " *Ships for the port,* and may fix his Remuneration, " such remuneration to be subject to the control " of the Board of Trade, and at ports where there " are no Local Marine Boards the Board of Trade " may appoint and remove such Inspectors, and " fix their Remuneration; and it shall be the duty " of such Inspectors to inspect the Medicines, " Medical Stores, Lime and Lemon Juice, or other " articles, Sugar and Vinegar, required to be " kept on board any such ships as aforesaid."

Evidence of the Employed.

Mr. J. H. WILSON (Sailors' and Firemen's Union).

Inspection of provisions neglected.

Although the law providing for the inspection of provisions has been in force 35 or 40 years, I am prepared to say that there has never been an inspector appointed by the Board of Trade to examine the provisions of cargo-carrying steamers (9366).

Nor have the local marine boards acted upon the power conferred upon them of providing for inspection (9367).

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V.—CASES OF ILLNESS.

MERCHANT SHIPPING ACT, 1854, SECTIONS 224 and 228.

Section 224.—The following Rules shall be observed with respect to medicines, medical stores, and anti-scorbutics (that is to say):—

(1.) The Board of Trade shall from time to time issue and cause to be published a scale of medicines and medical stores, suitable to accidents and diseases arising on sea voyages:

(2.) The owner of every ship navigating *between the United Kingdom, and any Place out of the same,* shall provide and cause to be *constantly kept on board such ship, a supply of such medicines,* and medical stores, in accordance with the said scale:

(3.) The master or owner of every foreign-going ship (except those bound to European ports, or to ports in the Mediterranean Sea, and also except such ships or classes of ships bound to ports on the eastern coast of America, north of the thirty-fifth degree of north latitude, and to any islands or places in the Atlantic Ocean, north of the same limit (as the Board of Trade may from time to time exempt from this enactment) shall also provide, and cause to be kept on board such ship, a sufficient quantity of lime or lemon juice, or of such articles as the Board of Trade sanctions as substitutes for lime or lemon juice, and also of sugar and vinegar:

(4.) The master of every ship as last aforesaid, shall serve out the lime or lemon juice, or other such articles as aforesaid, and sugar and vinegar to the crew whenever they have consumed salt provisions for ten days, and so long afterwards as such consumption continues; the lime or lemon juice and sugar daily, at the rate of half an ounce each per day, and the vinegar weekly, at the rate of half a pint per week, to each member of the crew:

And if in any such ship as aforesaid such medicines, medical stores, lime or lemon juice, or other articles, sugar and vinegar, as are herein-before required, are not provided and kept on board as herein-before required, the master or owner shall incur a penalty not exceeding Twenty Pounds; and if the master of any such ship as aforesaid neglects to serve out the lime or lemon juice or other articles, sugar or vinegar, in the case and manner herein-before directed, he shall, for each such offence, incur a penalty not exceeding Five Pounds; and if any master is convicted in either of the last-mentioned penalties, and it appears that the offence is owing to the act or default of the owner, such master may recover the amount of such penalty, and the costs incurred by him, from the owner.

Section 228.—The following rules shall be observed with respect to expenses attendant on illness and death (that is to say):—

(1.) If the master or any seaman or apprentice receives any hurt or injury in the service of the ship to which he belongs, *the expense of providing the necessary surgical and medical advice, with attendance and medicines, and of his subsistence until he is cured or dies, or is brought back to some port in the United Kingdom,* if shipped in the United Kingdom, or if shipped in some British Possession to some port in such Possession, and of his conveyance to such port, and the expense (if any) of his burial, *shall be defrayed by the owner of such ship, without any deduction on that account from the wages* of such master, seaman, or apprentice.

(2.) If the master or any seaman or apprentice is on account of any illness temporarily removed from his ship for the purpose of preventing infection, or otherwise for the convenience of the ship, and subsequently returns to his duty,

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the expense of such removal and of providing the necessary advice with attendance and medicines and of his subsistence whilst away from the ship, shall be defrayed in like manner:

(3.) The expense of all medicines and surgical or medical advice and attendance given to any master, seaman, or apprentice whilst on board his ship shall be defrayed in like manner:

(4.) *In all other cases any reasonable expenses duly incurred by the owner for any seaman in respect of illness,* and also any reasonable expenses duly incurred by the owner in respect of the burial of any seaman or apprentice who dies whilst on service, *shall, if duly proved, be deducted from the wages* of such seaman or apprentice.

Evidence of the Employed.

Mr. J. H. WILSON (Sailors' and Firemen's Union).

Hospital expenses.

The law at present compels a shipowner to provide a medicine chest on board, but not to supply a doctor. The owner is obliged to pay the medical officer for attending to invalid sailors, so long as they remain on board; but provided that they have any wages, the men must pay their own hospital expenses incurred after they have landed (9583, 10,209).

Now, if a seaman is sent to a hospital abroad through injuries or sickness, the expenses should be paid by the shipowner. As soon as he is convalescent and able to be sent home, his wages ought to re-commence at the time that he is put on board, and continue until he arrives in the United Kingdom. The wages need not run while he is actually in hospital, because that might encourage loafing; . . . . but they ought to continue while he is on his road home, and no deduction should be made from them for hospital expenses (9348).

Proposed Bill.

The witness had embodied these proposals in a Bill dealing with the "conveyance home of distressed seamen from foreign and colonials ports" (9348).

Mr. REUBEN MANTON (National Federation of Fishermen).

Medicine chests should be placed on fishing boats.

We have a grievance, especially at Grimsby, with regard to the medicine chests. The Merchant Shipping Act says that the employer shall put medicine chests on board, if a vessel is going from the United Kingdom to some other place. We consider that the North Sea is "some other place," and that the employer should put a medicine chest on board. He does this, but charges for it a tariff . . . . which in our opinion should not be charged (11,217).

VI.—ACCOMMODATION.

MERCHANT SHIPPING ACT, 1854, SECTION 231.

Section 231.—"The following Rules shall be "observed with respect to Accommodation on "Board; (that is to say):

"(1.) Every Place in any Ship occupied by Seamen or Apprentices, and appropriated to their Use, shall have for every such Seaman or Apprentice, if they sleep in hammocks, a Space of not less than Nine Superficial Feet, and if they do not sleep in Hammocks, a Space of not less than Twelve Superficial Feet, measured on the Deck or Floor of such Place:

"(2.) Every such Place shall either be Six Feet in Height from Deck to Deck, or shall have for every Seaman or Apprentice, if they sleep in Hammocks, a Space of not less than Fifty-four Cubic Feet, and if they do not sleep in Hammocks, *a Space of not less than Seventy-two Cubic Feet:*

"(3.) Every such Place shall be kept free from Stores or Goods of any kind, not being the personal Property of the Crew in use during the Voyage:

"(4.) Every such Place shall be properly caulked, and in all other respects securely and properly constructed, and well ventilated:

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And if any such Place in any Ship is not in the whole sufficiently large to give such Space for each Seaman and Apprentice as herein-before required, or is not properly caulked, and in all other respects securely and properly constructed and well ventilated, the Owner shall for every such Failure to comply with the Provisions of this Section incur a Penalty not exceeding Twenty Pounds; and if any such Space as aforesaid is not kept free from Goods and Stores as aforesaid, the Master shall for every such Failure to comply with the Provisions of this Section incur a Penalty not exceeding Ten Pounds."

Evidence of the Employed.

Mr. J. H. WILSON (National Amalgamated Sailors' and Firemen's Union).

Space insufficient.

The 72 cubic feet which is allowed by law at the present time is not sufficient space for a man . . . . and therefore we propose that . . . . seamen should have 120 cubit feet, and that is not too much (9351).

In contending that the space allowed is insufficient we are backed up by the recently issued report of the medical officers of health for Hull and London (9897). Even convicts are allowed more than 300 cubic feet (9,351, 9899, 10,403).

Condition of forecastles.

We also object to paint, liquors, and oil stores being placed in the men's sleeping rooms (9351).

In many ships there is no ventilation for the seamen's room except through the door (9351).

A proper place should be provided for the men to dry their clothes in. At the present time they have to dry them in the forecastle where they sleep (9351).

In most of the "tramps," the men cannot rely upon their beds being dry. A number of men get chest diseases, rheumatics, &c., through the damp accommodation that they have . . . . It is absolutely necessary that men should have some protection against such a state of affairs as exists at the present time (9352).

Mr. HENRY FRIEND (North of England Sailors' and Firemen's Union).

We have prepared a Bill dealing with the unsanitary condition of ships' forecastles. According to the Act, the men are allowed only 72 cubic feet, whereas they should have at least three or four times that space (10,403).

Mr. J. B. LEE (Sailors' and Firemen's Union, Sunderland).

The accommodation in most of the ships is too limited . . . . The requirements of the Board of Trade are not sufficient for the comfort of seamen (10,551) (10,556).

Mr. W. KEY (North of England Sailors' and Firemen's Union).

I certainly corroborate what Mr. Wilson, Mr. Friend, and others have said so far as the sanitary conditions of ships is concerned (10,802).

VII.—UNSEAWORTHINESS OF SHIPS, UNDERMANNING, &c.

MERCHANT SHIPPING ACT, 1876, SECTION 5.

Section 5.—In every contract of service, express or implied between the owner of a ship and the master or any seaman thereof, and in every instrument of apprenticeship whereby any person is bound to serve as an apprentice on board any ship, there shall be implied, notwithstanding any agreement to the contrary, an obligation on the owner of the ship, that *the owner of the ship* and the master, and every agent charged with the loading of the ship, or the preparing thereof for sea, or the sending thereof to sea, *shall use all reasonable means to insure the seaworthiness of the ship* for the voyage at the time when the voyage commences, and to keep her in a seaworthy condition for the voyage during the same: Provided that nothing in this section shall subject the owner of a ship to any liability by reason of the ship being sent to sea in an unseaworthy state, where, owing to special circumstances, the so sending thereof to sea is reasonable and justifiable.

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Evidence of the Employed.

Mr. J. H. WILSON (Sailors' and Firemen's Union).

Owner not liable for neglect of captain.

Notwithstanding this section of the Act, judges have held that the owner is not liable for the neglect of the captain to provide that the ship is seaworthy, on the ground that the captain is a fellow servant with the crew. Under the Employers' Liability Act the owner would be liable, but unfortunately it does not apply to seamen (9917).

Vessels undermanned.

Vessels are frequently undermanned. Ships of 1,000 tons register, which used to carry only 27–35 men, now take only 18 or 19, of whom not more than five or six are able seamen. There ought always to be a sufficiently large crew to do the general work of the ship, without the necessity of taking men upon occasion off the "look out" and the helm. Ships are constantly lost because the watch is unable to take in sail when a squall comes on. The witness, therefore, had drafted a Bill, providing that all ships, whether steam or sailing, should be manned on their tonnage, and he considered that with this manning-scale it would be possible to introduce a legal eight-hours' day for all men employed on board (9352, 9927).

Bill for manning ships on their tonnage.

Mr. HENRY FRIEND (North of England Sailors' and Firemen's Union).

Need for legislation.

Our first step should be, if possible, to secure the passing of the manning-scale into law, ... and then we might consider the further question of reducing the hours of labour . . . . There is at present no law to compel an owner to take any specific number of men (10,425). The witness advocated the introduction of a definite manning-scale, both on the ground of safety and with a view to furnishing employment for a larger number of men. It should be the same for both summer and winter. A man has to work the same hours, and I think he should have the same leisure in the summer as in the winter (10,458, 10,466).

Mr. WILLIAM KEY (North of England Sailors' and Firemen's Union).

Necessary preliminary to a legal eight hours' day.

The witness explained certain points in Mr. Wilson's Draft Bill. He approved of the measure, which he regarded as the necessary preliminary to the adoption of a legal "eight-hours' day;" but he stated that it would not increase the strength of the crews on some of the liners, which were at present sufficiently manned (10,837–59, 10,922–41).

VIII.—DESERTION.

MERCHANT SHIPPING ACT, 1854, SECTIONS 247 and 257.

MERCHANT SEAMEN (PAYMENT OF WAGES AND RATING) ACT, 1880, SECTION 10.

Merchant Shipping Act, 1854. *Section* 247.—Whenever any seaman or apprentice is brought before any court, on the ground of his having neglected or refused to join or to proceed to sea in any ship in which he is engaged to serve, or of having deserted or otherwise absented himself without leave, such court may, if the master, or the owner, or his agent so requires, instead of committing the offender to prison, cause him to be conveyed on board for the purpose of proceeding on the voyage, or deliver him to the master or any mate of the ship, or the owner or his agent, to be by them so conveyed, and may in such case order any costs or expenses properly incurred by or on behalf of the master or owner, by reason of the offence, to be paid by the offender, and if necessary to be deducted from any wages which he has then earned, or which by virtue of his then existing agreement he may afterwards earn.

Section 257.—*Every person who by any means whatever persuades*, or attempts to persuade, *any seaman or apprentice to neglect or refuse to join or to proceed to sea in, or to desert from, his ship*, or otherwise to absent himself from his duty, shall for each such offence, in respect of each such seaman or apprentice, *incur a penalty not exceeding* Ten Pounds *and every person who wilfully harbours or secretes any seaman or apprentice who has deserted from his ship*, or who has wilfully neglected or refused to join, or has deserted from his ship, knowing or having reason to believe such seaman or apprentice to have so done, shall for every such seaman or apprentice, so harboured or secreted, *incur a penalty not exceeding twenty pounds.*

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Section 10 *of Act of* 1880.—The following provisions shall, from the commencement of this Act, have operation within the United Kingdom.

A seaman or apprentice to the sea service shall not be liable to imprisonment for deserting, or for neglecting or refusing without reasonable cause to join his ship, or to proceed to sea in his ship, or for absence without leave at any time within 24 hours of his ship's sailing from any port, or for absence at any time without leave and without sufficient reason from his ship or from his duty.

Whenever either at the commencement or during the progress of any voyage any seaman or apprentice neglects or refuses to join, or deserts from or refuses to proceed to sea in any ship in which he is duly engaged to serve, or is found otherwise absenting himself therefrom without leave, the master or any mate, or the owner, ship's husband, or consignee may, with or without the assistance of the local police officers or constables, who are hereby directed to give the same, convey him on board. Provided that if the seaman or apprentice so requires he shall first be taken before some court capable of taking cognizance of the matters to be dealt with according to law; and that if it appears to the court before which the case is brought, that the seaman or apprentice has been conveyed on board, or taken before the court, on improper or insufficient grounds, the master, mate, owner, ship's husband, or consignee, as the case may be, shall incur a penalty not exceeding 20*l.*, but such penalty, if inflicted, shall be a bar to any action for false imprisonment.

If a seaman, or apprentice to the sea-service, intends to absent himself from his ship or his duty he may give notice of his intention, either to the owner or to the master of the ship, *not less than* 48 *hours before the time at which he ought to be on board* his ship; and in the event of such notice being given, the court shall not exercise any of the powers conferred on it by section 247 of the Merchant Shipping Act, 1854.

Subject to the foregoing provision of this section, the powers conferred by section 247 of the Merchant Shipping Act, 1854, may be exercised, notwithstanding the abolition of imprisonment for desertion and similar offences, and of apprehension without warrant.

Nothing in this section shall affect section 239 of the Merchant Shipping Act 1854.

Note.—Thus before the Act of 1880 came into force, the mere fact of not being on board at the proper time was "desertion," and a sailor could be imprisoned if he had deserted. The Act of 1880 took away the power of imprisonment and left only a civil remedy in cases of desertion. Desertion, therefore, is punishable, but not by imprisonment.

Evidence of the Employed.

Mr. J. H. WILSON (Sailors' and Firemen's Union).

Too long notice required.

Under the Act of 1880, a seaman wishing to absent himself from his vessel after signing articles has to give 48 hours' notice; but in 1880 there were not so many steamers as there are at the present time. Now-a-days a steamer will sometimes come into a harbour, load, sign off one crew, engage another, and be out again, all within 24 hours. There is, therefore, no opportunity for a man to give proper and sufficient notice.

Proposed amendment

We propose to amend the law as follows:—If a seaman, or an apprentice to the sea-service, intends to absent himself from his ship or his duty, he may give notice of his intention either to the owner, master, mate, or engineer in charge, or other agent connected with the ship, not less than 12 hours previous to the sailing of the ship, providing he has been on the articles 24 hours prior to the sailing of the vessel. Should he, however, have been signed on a lesser period than 24 hours prior to the ship sailing, three hours' notice shall be considered sufficient before the time at which he ought to be on board ship. And, in the event of such notice being given, the court shall not exercise any of the powers conferred on it in section 247 of the Merchant Shipping Act of 1854 (9345).

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Mr. W. GRAFFUNDER (Cardiff Seamen's and Tradesmen's Union).

Anomaly under existing law.

Though under the Act of 1880 desertion is no longer considered a criminal offence, but a breach of a civil contract, accessories both before and after the fact are still liable criminally, under section 257 of the Act of 1854,

One of the most eminent solicitors in Cardiff recently published a letter calling attention to the existence of this anomaly; but no attempt has yet been made to bring the matter under the notice of Parliament. (11,083–8).

How it should be removed.

Accessories before the fact deserve punishment for enticing a man on shore; but no man should be criminally punished for giving shelter to a seamen who has broken his contract. Under the existing law, a deserter's own father or brother would be liable to imprisonment, if either of them continued to harbour him after becoming acquainted with the fact of his desertion (10,999–102). I consider that that state of things is a disgrace and ought to be altered (10,999).

Desertion has increased.

Desertion has increased since the Act of 1880 was passed. Formerly we did not know of such a thing as to have more than two men short. The witness cited eight instances that have occurred between July and November, 1891, of ships reporting from four to nine deserters (11,003).

Mr. J. H. WILSON (Sailors' and Firemen's Union).

Desertion has decreased.

The desertions from ships are on the decrease, and have been since the arrest without warrant was abolished in 1880. I am now speaking from statements that have been made by the superintendents of the Mercantile Marine Offices in Shields and Cardiff, which are the principal shipping ports. I believe that desertions would decrease still further if, wherever possible, ships were to sign on not less than 48 hours before sailing (10,210).

Evidence of the Employers.

Mr. G. A. LAWS (Shipping Federation).

Desertion should again be made a criminal offence.

In a letter addressed by a Board of Trade Official to a firm of shipowners in London, the writer pointed out that the right to recover damages from deserters was quite useless to owners, because "a seamen is a man of straw" (4966–7).

We ask that it should be re-enacted that imprisonment is to be the punishment for gross desertion after taking an advance note (4967).

IX.—DECK CARGOES.

MERCHANT SHIPPING ACT, 1876, SECTION 24.

Section 24.—After the first day of November, one thousand eight hundred and seventy-six *if a ship, British or foreign, arrives* between the last day of October and the 16th day of April in any year *at any port in the United Kingdom from any port of the United Kingdom, carrying as deck cargo*, that is to say, in any uncovered space upon deck, or in any covered space not included in the cubical contents forming the ship's registered tonnage, any wood goods coming within the following descriptions (that is to say):

(*a.*) Any square, round, waney, or other timber, or any pitch pine, mahogany, oak, teak, or other heavy wood goods whatever; or

(*b.*) Any more than five spare spars or store spars, whether or not made, dressed, and finally prepared for use; or

(*c.*) *Any deals, battens, or other light wood goods of any description to a height exceeding three feet above the deck; the master of the ship, and also the owner, if he is privy to the offence, shall be liable to a penalty* not exceeding five pounds for every hundred cubic feet of wood goods carried in contravention of this section, and such penalty may be recovered by action or on indictment or to an amount not exceeding one hundred pounds (whatever may be the maximum penalty recoverable) on summary conviction.

Evidence of the Employed.

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Mr. J. H. WILSON (Sailors' and Firemen's Union).

Deck loading.

Whilst the law makes it illegal to carry more than 3 feet deck-load of timber to any port in the United Kingdom during the winter months, it does not prevent ships bound for foreign ports from carrying as much as 14 or 15 feet. Deck-loading ought to be altogether prohibited, or, at most, it ought to be allowed only in the summer, and then only to the extent of 3 feet. The same rule, moreover, ought to be applicable as well to foreign as to British ships, not only, as at present, during the winter, but also during the summer months We also want an alteration of the law in this direction to apply to English ships in foreign ports (9348).

Should be further restricted by law.

X.—PRESENCE ON BOARD OF UNAUTHORISED PERSONS.

MERCHANT SEAMEN (PAYMENT OF WAGES AND RATING) ACT, 1880, SECTION 5.

Section 5.—*When a ship is about to arrive, is arriving or has arrived* at the end of her voyage, *every person not being in Her Majesty's Service* or not being duly authorised by law for the purpose, *who*

(*a.*) *Goes on board the ship without the permission of the master*, before the seamen lawfully leave the ship at the end of their engagement, or are discharged (whichever last happens); or

(*b.*) being on board the ship, remains there after being warned to leave by the master or by a police officer, or by any officer of the Board of Trade or of the Customs

shall for every such offence be liable on summary conviction to a fine not exceeding £20, or, at the discretion of the court to imprisonment for any term not exceeding six months; and the master of the ship or any officer of the Board of Trade may take him into custody and deliver him up forthwith to a constable, to be taken before a court or magistrate capable of taking cognizance of the offence, and dealt with according to law.

Evidence of the Employers.

Mr. G. A. LAWS (Shipping Federation).

Law should be extended.

The witness wished to extend the provisions of this section, by which Union delegates could be kept out of a ship entering harbour, to all ships leaving it. He mentioned a case where a free crew had been engaged, and the Union delegates . . . . sent on board their emissaries to endeavour to get these men to break their agreements and to leave the ship (4961).

XI.—RATING OF SEAMEN.

MERCHANT SEAMEN (PAYMENT OF WAGES AND RATING) ACT, 1880, SECTION 7.

Section 7.—*A seaman shall not be entitled to the rating of A.B.*, that is to say, of an able-bodied seaman, *unless he has served at sea for four years before the mast*; but the employment of fishermen in registered decked fishing vessels shall only count as sea service up to the period of three years of such employment; and the rating of A.B. shall only be granted after at least one year's service in a trading vessel in addition to three or more years' sea service on board of registered decked fishing vessels.

Such service may be proved by certificates of discharge, by a certificate of service from the Registrar-General of Shipping and Seamen (which certificate the Registrar shall grant on payment of a fee not exceeding sixpence) and in which shall be specified whether the service was rendered in whole or in part in steam ship or in sailing ship, or by other satisfactory proof.

ACTS OF PARLIAMENT.

Nothing in this section shall affect a seaman who has been rated and has served as A.B. before the passing of this Act.

Evidence of the Employed.

Mr. J. H. WILSON (Sailors' and Firemen's Union).

Law faulty both in substance and administration.

The witness complained—First, that this section of the Act was not enforced, and secondly that it did not go far enough (9337).

Though it provides that no seaman shall be entitled to the rating of A.B., unless he has served four years at sea, it does not prevent owners from forming their crews of men without the necessary qualification. During the Cardiff strike, superintendents of the Mercantile Marine Offices were instructed by the Board of Trade to enquire of each man that signed on whether he could prove four years' service. But they did not refuse to sign him on if he could not do so (9893).

How it should be remedied.

The law at the present time is very unsatisfactory. No man should be allowed on board a ship unless he is competent to fulfil his duties. Seeing that some men may make very good seamen in four years, while others would take 12, every seaman desiring to receive the rating of an A.B. should be required not only to produce proof of four years' sea service, but also to pass a simple practical examination. He should receive a parchment certificate to prove that he is a *bonâ-fide* able seaman, and it ought to be made a penal offence on the part of any shipowner to employ an uncertificated able seamen, just as it is to engage an uncertificated officer. Similar certificates should be granted under similar conditions to firemen, cooks, and stewards (9351).

Discharges should be abolished.

Discharges should be abolished, and these certificates of competency should take their place. For the purpose of granting them a special board should be appointed, under the direction of the Mercantile Marine Office, the same as is now appointed for the examination of officers . . . . It would be one of the easiest things in the world for the Board of Trade to appoint a practical boatswain—and, say, two members of the local marine board, to be present at the examination for A.B. certificates (9821–24).

Insufficient power of Board of Trade.

Under the present laws, the Board of Trade has no power to take incompetent men out of the ships. Officers, it is true, must have certificates; but no law prevents a man who has never been to sea before being shipped as an A.B. or a fireman (10,214).

Mr. J. B. LEE (Sailors' and Firemen's Union, Sunderland).

Certificates to be substituted for discharges.

Owing to the unsatisfactory nature of the system of "discharges," the witness proposed that seamen should, instead, be furnished by the Board of Trade with certificates similar to the old register tickets, which were abolished some 40 years ago. He also advocated the institution of a practical examination (10,550).

A practical examination.

Mr. SOLL SAMUEL (Cardiff Seamen's and Firemen's Union).

Continuous discharges.

Discharges under the present system are useless. If a man has a bad one, he does not produce it on seeking re-engagement. "Continuous discharges" should be introduced, that is to say, when a man presents the paper which is the certificate of his character, that paper should include his whole life at sea, and not merely his last voyage (11,119–20).

XII.—FISHING BOATS.

MERCHANT SHIPPING (FISHING BOATS) ACT, 1887, SECTIONS 7 AND 8.

MERCHANT SHIPPING (LIFE-SAVING APPLIANCES) ACT, 1888, SECTION 6.

Section 7 of the Act of 1887.—(1.) *Every person who has*, before the first day of July, one thousand eight hundred and eighty-eight, *served as second hand on a trawler* of twenty-five tons register tonnage and upwards, or on such other fishing boats as the Board of Trade may think, have afforded the person sufficient experience, *for a period amounting in all to not less than twelve months, shall be entitled to a certificate of service as second hand of a fishing boat.*

ACTS OF PARLIAMENT.

(2.) Every such certificate shall apply in the same manner, and shall be subject to the same conditions, and shall contain the same particulars as certificates of service issued under section forty of the principal Act.

Section 8 of the same Act.—(1.) After the first day of July, one thousand eight hundred and eighty-eight, a trawler of twenty-five tons register tonnage or upwards shall not go to sea from any port in the United Kingdom unless the second hand (as well as the skipper) thereof is the holder of a certificate of competency or service entitling him under the principal Act or this Act to act as second hand of the trawler.

(2.) If any such trawler goes to sea contrary to this section the owner thereof shall incur for each such offence a penalty not exceeding twenty pounds.

(3.) Every person who, except in case of necessity

(*a.*) Having been engaged to serve as second hand of any such trawler, and not being the holder of a certificate entitling him under the principal Act to act as second hand of the trawler, serves as such second hand; or

(*b.*) Employs any person as second hand of any such trawler without having ascertained that he is the holder of a certificate entitling him under the principal Act or this Act to act in that capacity;

shall for each such offence incur a penalty not exceeding twenty pounds.

Section 6 of the Act of 1888.—"The rules made under *this Act shall not "apply to any sea-fishing boat* which "is for the time being registered in pursuance of the Sea Fisheries Act, 1888."

Evidence of the Employed.

Mr. REUBEN MANTON (National Federation of Fishermen).

Desired amendment.

We wish to amend the Fishing Boats' Act with regard to certificates. That, of course, will come in due form (11,228).

Should be extended.

We wish the Life-Saving Appliances Act to apply to fishing vessels (11,198).

THE THAMES ACTS (1857–1870).

Evidence of the Employed.

Mr. R. R. FAIRBAIRN.

River traffic should be entrusted to popularly elected body.

The witness was of opinion that an entire reconstruction was necessary in the bodies to which the control of the river traffic was entrusted. It might, he thought, be an advantage to transfer their functions to a committee of the London County Council. In any case the authority in control of the Thames should be popularly elected. The existing authorities are representative solely of the employers, most of whom know nothing by practical experience of the conditions of navigation on the Thames (7480–2, 8066–72).

Apprenticeship system to be retained, but improved.

The watermen and lightermen do not at all approve of the Bill for freeing the Thames from the present system of apprenticeship, which was introduced in 1890 in consequence of the report issued by the Thames Traffic Committee. It is the working of the system under the Watermen's Company—not the system itself—which is to blame (7474–8) (8171–9).

False registration.

It is provided in the Thames Conservancy and Watermen's Acts and the bye-laws thereunder, that if a barge under weigh exceeds 50 tons, there must be two qualified licensed watermen on board. The witness stated that in consequence of this regulation false declarations of tonnage were often made to avoid employing the required number of hands. Yet the Thames Conservancy and the Waterman's Company never proceeded against barge-owners for false registration (7884–91).

Dangers of under-manning.

No man should be allowed to work a barge alone at night. Many lives have been lost through want of assistance. There is 99 per cent. more risk by night than in the day-time (7492).

ACTS OF PARLIAMENT.

THE TRADE UNION ACT, 1871.

THE CONSPIRACY AND PROTECTION OF PROPERTY ACT, 1875.

THE TRADE UNION ACT AMENDMENT ACT, 1876.

INTIMIDATION—PICKETING—RESTRAINT OF TRADE.

The law on this subject is set out in the following clauses of the Trades Union Acts of 1871 and of 1876, and of the Conspiracy Act of 1875.

TRADES UNION ACT, 1876, SECTION 16.

Trades union is a combination

Section 16.—The term trades union means any combination, whether temporary or permanent, for regulating the relations between workmen and masters, or between workmen and workmen, or between master and masters, or for imposing restrictive conditions on the conduct of any trade or business, whether such combination would or would not, if the principal Act had not been passed, have been deemed to have been an unlawful combination, by reason of some one or more of its purposes being in restraint of trade.

ACT OF 1871, SECTION 2.

which is not illegal merely because it is in restraint of trade.

Section 2.—The purposes of any trade union shall not, by reason merely that they are in restraint of trade, be deemed to be unlawful, &c.

"Thus a combination, which is entered into merely for the purpose of restraining trade, is legal."

But if the means used are unlawful, i.e.,

"But if the combination attempt to effect the restraint by unlawful means," i.e., if it can be included under section 3 of the Conspiracy Act, 1875, which runs:—

CONSPIRACY ACT, SECTIONS 3 and 7.

if they would be unlawful if done by one person.

Section 3.—(I.) An agreement or combination by two or more persons to do or procure to be done any act in contemplation or furtherance of a trade dispute between employers and workmen, shall not be indictable as a conspiracy, if such act committed by one person would not be punishable as a crime;

or would be a conspiracy under any Act of Parliament,

(II.) Nothing in this section shall exempt from punishment any persons guilty of a conspiracy for which punishment is awarded by any Act of Parliament;

or amounted to riot, sedition, &c.

(III.) Nothing in this section shall effect the law relating to riot, unlawful assembly, breach of the peace, or sedition, or any offence against the State or the Sovereign;

or to a crime punishable by statute

(IV.) A crime for the purposes of this section means an offence punishable on indictment or any offence which is punishable on summary conviction, and for the commission of which the offender is liable, under the statute making the offence punishable, to be imprisoned either absolutely or at the discretion of the court as an alternative for some other punishment.

And section 7 of the same Act declares certain acts to be criminal.

or would be included under sec. 7 of the Conspiracy Act;

Section 7.—*Every person who*, with a view to compel any other person to abstain from doing or to do any act which such other person has a legal right to do, or abstain from doing, wrongfully and without legal authority,

(I.) *Uses violence to or intimidates such other person*, or his wife, or children, or injures his property;

(II.) Persistently follows such other person about from place to place;

(III.) Hides any tools, &c;

(IV.) *Watches or besets the house* or other place where such person resides or works or carries on business, or happens to be on the approach to such house or place; or

(V.) Follows such other person with two or more other persons in a disorderly manner in or through any street or road;

shall, on conviction . . . . be liable to pay . . . . or to be imprisoned, &c.

ACTS OF PARLIAMENT.

But *attending at or near the house where a person resides . . . .* or the approach to such house or place *in order merely to obtain or communicate information, shall not be deemed a watching or besetting* within the meaning of this section

then the combination is unlawful and punishable as such.

"There such combination (Law about Strikes, note p. 7.) ceases to be merely in restraint of trade, and becomes a conspiracy at common law, and punishable as such."

Evidence of the Employed.

Mr. H. C. SMITH (Hays' Wharf and Dock).

Picketing a legalized form of intimidation.

I think that the system of "picketing" is really nothing else but a legalized form of intimidation . . . . I think that, if allowed at all, it should be confined to one or two men (6357–8).

Mr. R. R. FAIRBAIRN (Thames Watermen and Lightermen).

The law most unjust to working men.

The witness complained that the law relative to trade disputes, coming within the jurisdiction of the Conspiracy Act, was most unjust to working men, and cited an instance illustrating the ease with which convictions were obtained under it against innocent persons (8102–8).

Mr. J. H. WILSON (Sailors' and Firemen's Union).

Requires amendment.

I think is is absolutely necessary that some alteration should be made in the law. For under it the employers are able to conceal the existence of a strike from the labourers whom they bring in from other parts of the country, and the Union pickets are debarred from explaining to the new comers the true state of affairs. The law is too stringent with reference to "picketing" (9919–22).

The witness maintained that so long as a man abstained from violence he ought not to be arrested for following another person and persuading him not to work for a certain employer. It was true that the convictions obtained under the Conspiracy Act are grounded on the specific charge of intimidation; but something more definite ought to be decided as to what intimidation is (10,309–20).

Definition of intimidation needed.

Evidence of the Employers.

Mr. G. A. LAWS.

Definition of intimidation needed.

The witness, like Mr. Wilson, considered that the words "intimidating" and "conspiring" ought to be properly defined in the Acts, so that such definition might be easily construed by workmen, employers, magistrates, and others, without the necessity of appealing to a full bench of judges (5418–9).

Supplied by Irish Crimes Act.

He approved of the definition of intimidation contained in the Irish Crimes Act, which runs as follows: . . . . The expression "intimidation" includes any words or acts intended or calculated to put any person in fear of any injury to, or loss of, his property, business, or employment (4970).

Evil results of picketing.

The witness produced many instances, and offered to procure more, in proof of the evils resulting from the system of "picketing." Brutality and violence were common, and so was the practice of "organised intimidation," which might proceed without actual threats of violence, but was always followed by such violence, if unsuccessful. It should be made illegal for men to assemble in crowds in the neighbourhood of shipping offices for the purposes of observing those that went in—even though no actual intimidation takes place. And no "picketing" should be permitted actually on board the ships (4967–71, 5174–85).

How the law should be strengthened.

The witness summarised his suggestions on this point as follows:—The right of a combination of trade unionists to monopolize the work of any district or of any particular employment should be subject to clearly defined limits—just as a railway company's monopoly is defined. It should be illegal—first, to strike for the purpose of preventing free labourers from obtaining employment; secondly, to exercise a moral intimidation for the same purpose; and, thirdly, to place more than three men as pickets at any one place, the assemblage of a larger body of men being considered to constitute moral intimidation (4967).

GLOSSARY.

GLOSSARY.

LIST OF TERMS DEFINED.

A.

A.B.'s.
Allotment note.

B.

Bilge-water.
Blacklegs.
Black-list.
Blood-money.
Bobbing charge.
Bobber.
Boom.
Boxing-fleets.
Broken work.
Bulking.
Bunch-hooks.

C.

Cage.
Cag-mag.
Chancery joint.
Cleat.
Coalies.
Coaling a steamer.
Coal-workers.
Combings.
Cons.
Contingent money.
Coopering.
Crimping.

D.

Demurrage.
Disrating.
Dog-watches.
Donkeymen.
Donkey-winch.
Doss-house.
Doss-house ranger.
Dumping-ground.
Dutch auctions.

F

Fiddley.
Fish pontoon.
Fish-rings.
Forecastle.

G.

Garnishee.
Gunny.
Guy.

H.

Heaving the lead.
Higgle.
Hobbling pilot.
Holystoning.

J.

Jigger boy.

L.

Lagging a boiler.
Landlord cattle.
Lascars.
Lighter.
Lighterage.
Lightermen.
Lighters.
Loading-up men.
Loadline.
Lumpers.

M.

Manning scale.
Money, Awkward.
,, Clear.
,, Dark.
,, Dusty.
,, Heavy.
,, Hot.
,, Light.

O.

Ocean tramps.
Original packages.
Overhaul.

P.

Pantiles.
Paper ship.
Plus system.

R.

Riggers.
Royals.
Runners.

S.

Scabs.
Scaleboard.
Scalliwags.
Scraping.
Splicing a hawser.
Steam trawlers and sailing trawlers.
Stowing the topsail.
Strapper.
Subsistence money.

T.

Tank men.
Tarring.
Teemers.
Time-charter.
Tippers.
Tips.
Topsail.
Trimmers.
Trysail.

U.

Ullages.
Unstowing.

W.

Wasters.
Winch.
Work, Hopper.
,, Skip.
,, Loose.
,, Sack.
,, Jigger.

Term.	Definition.	No. of Question in Vol. 1, Group B.
A.B.'s	Contracted term for able-bodied seamen, *i.e.*, those who are supposed to be qualified to perform all the duties required of a competent member of a ship's crew. At present there is no stipulated period of service for such qualification.	5415, 7593, 9337, 10,460.
ALLOTMENT NOTE	A note given to seamen on signing their articles entitling their wives or relatives to a portion of the money earned at the end of each month.	9346, 9369–71.
BILGE-WATER	The portion of water always remaining in a vessel even after the suction by the pump. In the case of a ship with a level keel it is of the depth of 2½ to 4 inches.	7881, 8217, 8219.
BLACKLEGS	Men who will work for the rate of wages to raise which strikes take place, and who, therefore, during a strike will take the work left by the strikers.	3259, 4955, 4957, 7607, 8708, 9438, 10,132.
BLACK LIST	A circular or notice sent by employers to one another stating that certain men are strikers, agitators, complainers, &c., or a similar notice sent by workmen's Unions to prevent men working for certain employers.	459–62, 613–25, 1160–4, 1292–332, 2584–95 4980, 9827.
BLOOD MONEY	In America and many Australian ports boarding masters offer to obtain crews for captains on condition that they give them (say) 60 dollars for each man procured. This is called "blood-money," and is sometimes divided between the captain and the boarding master.	9378, 9553.
BOBBING CHARGE	Payment of one penny by a porter in Billingsgate Fish Market for the privilege of carrying bought parcels of fish for the buyer.	781–791, 828.
BOBBER	A man who stands on a form by the salesman, being in his employ, and receives the penny *bobbing-charge*.	783, 842–53.
BOOM	A spar on which a sail is stretched, or on which a gin or pulley-wheel is hung. Over the pulley runs a rope or chain for loading and unloading cargo.	3487.
BOXING FLEETS	Fleets composed of a number of sailing trawlers congregated together and fishing under the guidance of an admiral or leader, who forwards to London (by a steam fish carrier) all fish caught. The term *boxing fleet* arises from the fact that these fish are packed in *boxes* in contradistinction to other trawling fleets which use *baskets* only.	11,189, 11,223.
BROKEN WORK	Conveying the damaged chests of tea (put into cloths) from the ships to the various warehouses to which they are consigned, and where they are mended.	2, 14, 253.
BULKING	Emptying tea from chests in a heap (that is, in *bulk*), for the chests to be mended or for the tea to be examined.	2.
BUNCH HOOKS	Double hooks which lift up four, five, or six bales, by means of cranes, from a ship's hold to the dock quays.	893.
CAGE	A place of call, very badly managed, where men are "taken on" for employment at the London Docks.	2192–4.
CAG-MAG	Odds and ends of meat	1799.
CHANCERY JOINT	A joint of meat costing about 4*d.* per lb., occasionally purchased by a docker, and constituting a luxury for his family.	159, 173.

Term.	Definition.	No. of Question in Vol. 1, Group B.
CLEAT or LOWERING SPAR.	A projecting piece of wood or iron over which a lowering rope, used in unloading a vessel, is passed. There is no pulley attached, but the rope is in direct contact with the wood, and being twisted round it several times, produces the friction necessary for the steady lowering of the goods.	2770 (5th column).
COALIES - -	Men who store coal in the ship's hold directly from the crane which conveys the coal from the quay.	3235, 3322–7, 4536, 4954, 5352.
COALING A STEAMER -	Loading a steamer from barges and railway trucks with the necessary amount of coal for a voyage. In the case of coaling from a barge an ordinary hand winch is used; from a truck, the men convey the coal along planks connecting the truck with the steamer. In some ports—Liverpool for instance—it is customary to coal steamers by baskets.	7213–4.
COAL WORKERS -	Those who load a ship with coal for a voyage - -	7177-8.
COMBINGS - -	The edges of the hatchway through which the cargo has to pass.	893.
CONS - -	Abbreviation for "contingencies," *i.e.*, contingent money, a term used in the docks to denote special pay for special work.	4695.
CONTINGENT MONEY -	The remainder or plus paid to workmen under the "plus system" on the completion of the contract.	1096, 1147.
COOPERING - -	The repairing of the damaged chests of tea, emptied by "broken work;" or it may also mean the laying down of goods for the inspection by brokers, by piling one chest on the top of another to the height of about three feet.	2, 98, 7803.
CRIMPING - -	The act of illegally supplying shipowners with seamen and taking money from the men for finding them employment. The persons who do this are called *crimps*.	4957, 5076, 5080, 5167, 5296, 5359*a*, 9315, 9327, 9331, 9334, 9378, 9620, 9861, 9863, 9931, 10,114, 10,193, 10,220, 10,232.
DEMURRAGE - -	The charge made by shipowners when a ship is not loaded or unloaded within the time specified in the Bill of Lading. It is a charge of from 1*l.* per day according to the size of the ship. In the case of a barge it is customary to divide the demurrage money equally between the owner and captain; or if worked by the freight, the mate receives a third of the captain's share.	6986, 7075, 7505.
DISRATING - -	A nautical term for *disranking*, that is, reducing from a higher rank to a lower, such as lowering a man from A.B. to ordinary seaman, or from fireman to trimmer.	9032, 9226.
DOG WATCHES -	Term used by sailors to denote the two watches between the hours of 4 and 8 p.m., viz., from 4 to 6 and 6 till 8.	9869, 9873.
DONKEY MEN - -	Men on board ship who attend to the donkey boiler and engine which are used in harbour when the large engines are not in use for the purpose of supplying steam to the winches.	3252, 3345–6, 4286, 9640.
DONKEY-WINCH -	A winch is a machine placed in a high position for the purpose of raising heavy loads, as, for instance, from a ship's hold to the dock. It is sometimes driven by steam (and called a steam donkey), sometimes by hand.	635–40, 3345–6.
DOSS-HOUSE - -	Term used for a common lodging-house in the East End of London.	2572.
DOSS-HOUSE RANGER	The regular loafer - - - - -	166.

Term.	Definition.	No. of Question in Vol. 1, Group B.
DUMPING-GROUND -	A waste heap or receptacle for refuse. Hence, when applied to the docks it means that the docks form a receptacle for the scum of the population.	4333, 4340, 4425.
DUTCH AUCTIONS -	Sales from a street stall. The owner shouts forth that he will sell a certain article at such a price. If no one buys at this price he gradually reduces it until a purchaser is found or until he will lower the price no further, when he takes up a fresh article and proceeds with a like endeavour to sell that.	508.
FIDDLEY - -	The open space on board a steamer over the stokeholes for the purpose of ventilation. It is generally raised above the deck to prevent water getting down.	9586.
FISH PONTOON -	A wharf or fish market on the shore to which fish is transferred directly from the fishing boat. The term *pontoon* was originally applied to floating piers or landing stages which rose and fell with the tide, but is now frequently used for the more substantial markets and docks which have taken their place. The floating pontoon outside of Billingsgate Market is technically called the "dummy."	11,158, 11,456.
FISH RINGS - -	A system by which a number of buyers pre-arrange prices or appoint one of their number to buy fish, the remainder sharing with him after the purchase. As this system limits the buyers of fish (and therefore limits competition) it lowers the prices.	11,158.
FORECASTLE - -	The place, usually in the fore part of a ship, assigned for the accommodation of sailors and firemen, and fitted with their bunks, &c.	10,403.
GARNISHEE - -	A person in whose hands a debt is attached, *i.e.*, who is warned not to pay money which he owes to another person, when the latter is indebted to the person warning or giving notice. In the High Court the notice is given by an order called a *garnishee order*, hence the verb to *garnishee*.	11,127.
GUNNY - -	Bales of sacking weighing five or six or seven cwt. -	1955.
GUYS - -	A term used by sailors to denote ropes used to guide the spar and to keep it in the required position.	3487.
HEAVING THE LEAD -	When a ship is nearing a coast or harbour, or when the weather is foggy, a man is stationed at the side of the ship with a line which is marked off in fathoms or half fathoms. To one end of this line is fastened a piece of lead weighing 7 lbs., and this being thrown into the sea shows the depth of water under the ship. The act of throwing and drawing up again is nautically termed "heaving the lead." The deep sea lead weighs 28 or 56 lbs. To heave this the ship must, as a rule, be stopped.	5351.
HIGGLE - -	To bargain; to discuss rates of payment - -	1406, 2232.
HOBBLING PILOT -	A pilot who has the necessary nautical knowledge, but no licence from the Board of Trade. He is usually located at small ports which are unable to afford the services of a licensed pilot.	10,694.
HOLYSTONING	Rubbing decks with a piece of sandstone in order to make them clean and keep them smooth.	10,896, 10,906.
JIGGER BOY - -	Name given (at the Millwall Docks) to a boy working a jigger or loose chain.	6932.
LAGGING A BOILER -	Covering a boiler in a steamship with some material to keep in the heat. In some cases asbestos is used, and this is itself covered with iron or brass; in other cases a solution of mud and hair is used.	11,203-5.

GLOSSARY.

Term.	Definition.	No. of Question in Vol. 1, Group B.
LANDLORD CATTLE -	Cattle belonging to Irish landlords boycotted by Land League tenants.	4950, 4981, 5404.
LASCARS - -	Asiatic seamen, subjects of the British Indian Empire, as distinguished from Malays, Chinese, and others.	5362.
LIGHTER - -	A barge with a flat bottom used for the conveyance of goods or cargo such as coal.	7011, 8007–8.
LIGHTERAGE - -	Transport of cargo by a *lighter*, that is, a barge having a flat bottom.	14, 4130.
LIGHTERMEN - -	Men who work and navigate a barge used in lighterage or conveyance of goods.	14, 4130, 4934, 4957, 7895.
LIGHTERS - -	The ordinary name for clerks at the docks - -	4622.
LOADING-UP MEN -	Men at the docks who take the bales from the cranes and pile them up on the trucks.	893.
LOADLINE - -	The draft to which a ship is authorised by law to be loaded, indicated by certain marks on the ship's side. These marks are measured from the upper deck and are calculated at the rate of three inches for every foot of immersion. Thus if the ship is drawing 20 feet of water the load-line will be at a distance of 5 feet from the deck.	9615, 9980.
LUMPERS - -	A term formerly used to denote stevedores and dockers indiscriminately, *i.e.*, men who take contracts for loading and discharging by the *lump*, that is, piece-work.	4085.
MANNING SCALE -	A scale which fixes the minimum number of seamen to be employed on a vessel.	9615, 10,425–6
MONEY - -	*Awkward.* A special allowance per ton made to dockers unloading ships when the bunker-holds are very *awkward*, and thus prevent the men from earning the same wages that could be got by working in the main-holds.	6617–50, 6480.
	Clear.—Term used in the fishing industry to denote those earnings which are left after deducting all other than stage expenses from the nett (that is, the remainder on deducting the pontoon expenses from the gross takings).	11,156, 11,236.
	Dark.—Wages paid at the docks for work during overtime, which is usually during darkness.	6930.
	Dusty. A special allowance per quarter made when the corn to be unloaded is *dusty*, thus presenting greater difficulty and causing more labour to the workmen, with less pay.	6617–50, 6480.
	Heavy.—Wages paid at the docks for working *heavy* grain, such as wheat, maize, and barley, as distinguished from *light* grain, such as oats.	6930.
	Hot. A special allowance per quarter made when the corn is extra *hot*.	6617–50, 6480.
	Light.—Wages paid at the docks for work during daylight.	6930.
OCEAN TRAMPS OR TRAMP STEAMERS.	A nautical term applied to all sea-going steamships (outside the regular liners) which earn their freight solely by cargo carrying to all or any parts of the world.	9346, 9352, 9568, 9587, 9628, 9630, 10,102, 10,342, 10,445, 10,566, 10,693, 10,936.
ORIGINAL PACKAGES -	The same packages that are put on board the ship at the port of loading, such as grain, &c. in merchant's bags and not in ship's bags under the Grain Act.	4957, 4982.
OVERHAUL - -	The survey made by the Board of Trade inspector or other Government official when a ship is about to undergo repairs.	9640.
PANTILES - -	Term used for old sea biscuits ground into meal and then re-baked.	8594, 9092.

GLOSSARY.

Term.	Definition.	No. of Question in Vol. 1, Group B.
PAPER SHIP	A ship built of inferior material and badly put together	10,342.
PLUS SYSTEM	Also called "bonus" system, is one by which a certain proportion of wages, called "subsistence money," is paid every day, and the remainder on the completion of the job or contract.	24, 26–33, 41, 97–8, 102, 156, 2803, 2892, 2899, 2906, 2948, 3108, 4450, 4778–9, 6464–7, 6515–22, 6599.
	This remainder is called the *plus*, or "contingent money."	879–80, 887, 906, 920, 926–7, 994, 1088–9, 1098, 1161, 1739, 6657–61, 6668–9.
RIGGERS	Men engaged in fitting ships with wire and other ropes, masts, yards, tackle, and all necessary gear, and in attending generally to the repairs aloft while the ship is in dock without a crew.	4562.
ROYALS	Men who get the first chance of dock work, and, like a casual labourer, can be paid or taken on at any time, but receive no week's notice as permanent men do.	2037–44, 2047, 2051, 2063, 2066, 2090, 2104–6.
RUNNERS	A class of men employed in taking ships on short voyages, such as from London to Cardiff or Antwerp. They leave the vessel at the port of arrival and are paid a certain sum for taking her there. Such men are employed when the owners do not desire to sign on a crew.	10,654.
SCABS	A term synonymous with blacklegs	5415, 5418, 8703.
SCALEBOARD	A kind of large shovel, made of planks, which serves as a shoot and guide, down which goods are slid from ship to quay.	1143, 1227, 1701.
SCALLIWAGS	An opprobrious term, equal to scamp or villain, applied to men who will not work.	1177.
SCRAPING	Cleaning the spars of a ship and parts of the hull with a small piece of sharp iron, steel, or glass.	10,896.
SPLICING A HAWSER	The act of joining together two ends of a tow-line without knotting it.	9351, 10,896.
STEAM TRAWLERS AND SAILING TRAWLERS.	A *steam trawler* is a fishing vessel usually built of iron, and propelled by means of steam power, in contra-distinction to a *sailing trawler* which is propelled by sails only. Further a *steam trawler* carries two trawls, one on either side, and when one trawl is hauled up the other is immediately let down, as the two trawls are never used at once. A *sailing trawler*, on the other hand, carries but one trawl.	11,150.
STOWING THE TOPSAIL	The act of making the topsail (*see definition*) fast with ropes, performed by sailors who go up the rigging on to the yard.	9351.
STRAPPERS	There is a system in vogue at the docks by which the conveyance of goods from the dock-quays to the piling grounds is done by contractors. The workers under this contract system are experienced dealporters, and elect one of themselves to act as leader; but all share equally whatever payment is obtained. Sometimes they require more men, and these are called "strappers"; they receive from 10*d.* to 1*s.* per hour as wages, but do not participate in a share of the profits made by the original contractors.	6078.
SUBSISTENCE MONEY	A certain proportion of wages, equal to what one day's wages would be under the ordinary rate, *i.e.*, 6*d.* per hour, paid every day under the plus system.	24, 26–33, 880, 6464, 6756.
TANK MEN	Men employed in large steamers to look after the water tanks.	9640.
TARRING	Application of tar by means of a brush, or more frequently by hand, to a ship's rigging and various other parts.	10,896.

Term.	Definition.	No. of Question in Vol. 1, Group B.
TEEMERS	Men employed at the top of the coal-shoots by means of which coal is tipped into the hold of the vessel.	10,053, 10,055.
TIME-CHARTER	An agreement under which the owner hires his vessel for a stipulated monthly payment, generally in advance, in which case the charterer loads and discharges the vessel instead of the owners, and sometimes pays the crew also.	5155.
TIPPERS	The men at the docks who tip the coal into the hold of a vessel by means of the hydraulic lifts on the quays called "tips."	4956, 10,053, 10,122, 10,127, 10,319.
TIPS	Straiths or other erections with shoots into which the coal is emptied from waggons and then shot or *tipped* into the hold of the vessel. By some *tips* the waggon of coal is lowered down the hatch of the vessel where the coal is started, and the empty waggon returns to the straith head.	5144, 10,071.
TOPSAIL	A square sail; the principal sail in a square-rigged ship, generally the last to be taken in during bad weather. In position it is the second sail from the deck.	9351, 10,576.
TRIMMERS	Men on board ship whose duty is to go into the coal bunkers of a vessel and to place the coals within reach of the fireman, whose rank is immediately above that of a trimmer.	7593, 7673, 9336, 9636, 9651, 10,053–5.
	The name of *trimmers* is also applied to men employed at the docks (where a ship is discharging) in *trimming, i.e.*, bringing grain in bulk from the ends of a ship to a point immediately below the hatchway, whence it is discharged from the ship by a different body of men, such as corn porters. When a ship is loading grain in bulk, the *trimmers* move the grain from the point under the hatchway to the ends of the ship.	2281, 2297–8, 6982.
TRY-SAIL	A fore-and-aft sail set on the after part of a mast, and hoisted and set by means of spars and booms. It is of the same description as a *yacht's* principal sail.	10,576.
ULLAGES	Used by the witness as a milder term than pilferages, in fact, a euphemism for thefts. Generally used to mean a quantity short of that mentioned in the invoice.	6703–10, 6741–3.
UNSTOWING or BREAKING OUT.	The act of conveying the goods packed in a ship from the place occupied whilst travelling to the square immediately under the hatchway, whence it is drawn up by a machine.	642–4.
WASTERS	Men who are incapable of doing the work which they have contracted to do, or have been shipped to do by crimps, &c.	5170.
WINCH	A machine placed in a high position for the purpose of raising heavy loads, as, for instance, from a ship's hold to the quay. When driven by hand it is called a hand-winch; when by steam, a steam-donkey or donkey-winch.	7214, 10,597, 10,599.
WORK	*Hopper.*—Work done by the assistance of hoppers.	6932.
	Skip.—Work done by the assistance of Priestman's skips. Both hoppers and skips are appliances for giving additional despatch to the discharging of grain from ships and barges.	6932.
	Loose.—Work in grain in bulk, *i.e.*, not in sack or other packages.	6932.
	Sack.—Work in grain in sacks, as distinguished from grain in bulk.	6932.
	Jigger.—Work done by the assistance of a *jigger*, that is, a loose chain worked not through the medium of a crane, but by hydraulic or steam power.	6932.

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OF INDIVIDUAL WITNESSES.

MR. FRANK BRIEN.

Represents the industries connected with tea-working, 1–3; and housing of wools, 4–6, 80. Personal wages, rent, occupation and experience, 16, 90–6, 132–4, 219–20, 242–7. Member of the Dock, Wharf, Riverside, and General Labourers' Union of Great Britain and Ireland, 280.

EMPLOYMENT: Average length of, 14–15. Manner of, 14. Is not skilled, 18. Is irregular; reasons, 40–50, 208–13, 255–68; unsafe, 51–4, 105–9; and insanitary, 51, 55–6, 200–7, 325, 330–1. No inspection of premises, 57–8. Few foreigners engaged in, 59–61. Dismissal of union men, 62–3. Precariousness of work necessitates hard work by the wives to increase earnings, 16, 153. Labour market is overcharged, 175–9, 268. *Hours* of labour, 40, 249–52. Few *accidents*; dock company gives compensation to employed, and the Union to its members, in special cases, 325–9.

PRODUCTION: Details concerning improvement in the tea import trade, 81–9, 255. Weights of chests of tea, 105–6. Duration of the tea trade season 316–8.

EMPLOYED: Variations in numbers of, 7413, 135–43, 174–5. Other occupations of, 16, 140–56. Condition as to necessaries of life and help given by trades unions, 156–73, 214–5. Lodging and rent paid, 216–27, 321–4 Object to *overtime*, which is practically compulsory, 100–4, 216–20. Influx of agricultural labourers into London, 239–40, 260, 306–15. Grievances of the licensed fish porters of the port of London with regard to (1) the barrow middleman, 753–7, 824–41; (2) the system by which the fish salesmen get their porterage done for nothing, 777–80; and (3) the "bobbing charge" and regulations of Billingsgate fish market, 781–91, 842–59. Proportion of unionists, 17. Subscriptions to and work of the Dockers' Union, 280–305.

WAGES: Rates of, 19, 130–1, 242–54. Payment for overtime, 19, 41–5. Paid chiefly by piece work, 20–2; sometimes paid by sub-contractor or representatives 23–4, 116–29. Objection to method of payment of subsistence money, 24–34, 228–35, 241, 271–4. Plus is less during overtime, 98–102, 110–5. Average of a tea man, 221–4, 248–54, 321; of a porter, 792, 860–2, Permanent men only are paid for holidays—3 days a year, 46–8.

STRIKES: Number, cost, and causes of, 64–71. Particulars of strike at Hay's Wharf, caused by demand for payment for half-an-hour meal time, 64–71, 180–92, 196–9, 271–9. Details of the strike against the bobbing charge system, 804–23.

REMEDIES PROPOSED AND ADVOCATED: Mode of payment of all wages direct from the firm, 35–9, 97, 125–9. An authority to regulate wages and conditions of labour, such as a State board of arbitration or conciliation, 72–9, 193–9, 236–8. Eight hours' day advocated, 269–70, 332–6. Proposal to remedy abuses of the system of barrow middlemen, 774–6, 793–803, 863–6.

MR. THOMAS McCARTHY.

Represents the Dock, Wharf, Riverside and General Labourers' Union, 338–40; for which he is now organiser, 498–9; experience of dock and wharf work, 337, 492–5; docker for 14 years, 491, 626–7.

THE DOCKERS' UNION: About 25,000 or 26,000 members, men only, 341–6. Means taken to find work for the unemployed members, 409–14. Attempt to establish co-operative discharging, 415. Executive has not adopted the policy of not working with non-unionists, 668–74. Qualifications for membership, 660–7, 675–7. Length of existence of, 696–7. Efforts to organise the agricultural labourers to remedy the influx to London, which is very great, and indirectly affects the Union, 678–84, 706, 735–9.

EMPLOYMENT: Seasonal irregularity of, 353–6, 380–7, 391–2, 479–87; effect of colonial, continental, and American trades, 539–57. Insufficiency of inspection 397, 462–9, 478, 751–2. Dangerousness of, 394–6; when compensation given, 398–9. *Employers' Liability Act* does not apply generally, 400. Indirect influence of immigration of foreigners, 401–2. *Black list* system used by the employers, 459–61, 613–25. *Disputes* less frequent than formerly, 404–6, 645–9. Failure of attempts at arbitration and conciliation, 407. Beneficial working of the so-called co-operation, system, the Union acting as the middleman, 408, 525–34, 650–2. Work in steamships and sailing ships compared, and effect of the substitution of the former for the latter, 629–44. Inability to state average *hours* of, 390, 741–2. Results of the 1889 *strike*, 501–3, 743. Liverpool the only port to which witness can compare London, 374.

EMPLOYED: (*Dockers*). About 6 per cent. form the permanent staff, 375–7. Rent paid by, 490, 496–7, 500, 510, 704–5. Food and clothing of, 505–9. Classification system recently introduced by the Dock Company, 377–9. Are guaranteed four hours' work if engaged in the morning, 388–9, 698–703. Are liable to be dismissed at an hour's notice, 403. Per-centages of men who obtain work for various periods of the year, 485–7, 504; occasionally all who apply for work are employed 387, 479–84. Classified as unskilled, though experience is necessary, 347–8. Have more independence of character than formerly, 628. Chiefly come from London, 658–9. Position of the men in Governmemt dockyards and efforts of the Union to improve, 685–95.

WAGES: Average of, 349–52, 383, 488–9, 500, 562–5, 740. Average before the 1889 strike, 501–3. Generally paid by the hour, but the permanent men by the week; subsistence money system, 360–3. Payment sometimes direct from the firm, sometimes through middlemen, and sometimes through sub-contractors, 364–5; explanation and object of the systems of contracting and sub-contracting, 366–73. Rate of extra pay for overtime, 393. Higher wages offered to agricultural labourers in opposition to the Union, 707–9.

REMEDIES PROPOSED AND ADVOCATED: Municipalisation of the docks, 467, 511–2, 558–61. Municipal workshops to provide work for the unemployed, 430–8, 521–4, 581–612, 710–32. Discussions and resolutions by the Union in favour of a legal 48-hour week, 416–9, 441–58, 744–7. Amendment of the law relating to the letting of allotments to agricultural labourers, 439–40. Establishment of a State board of arbitration now being considered by Union, 420–1. Advisability of increase in number of permanent men with limitation of hours, if surplus labour could be provided for, 470–7, 516–20. Classification of goods in different wharves and fixed hours for their collection and distribution would produce regularity of work and abolish unnecessary hurry, 357–9, 512–5, 566–80. Law to define and punish intimidation by an employer, 422–9. Proposal that Union should act as the contractor, 535–7, 653–7. Inspection of gear, &c., under the *Factory Acts*, 748–50. Check on the unrestricted admission of foreign paupers, 733.

MR. JOHN ATKINS.

Represents the Dock, Wharf, Riverside and General Labourers' Union, 867–70; member of the Executive Council, 1015–6.

THE DOCKERS' UNION: Number of members, 871. Work in finding employment for the unemployed, 912 Conciliation first tried before strikes are sanctioned, 1017–22. Professed attitude of the Dock Company towards, 1000. Resolution with regard to closing the Union's books was never (to witness' knowledge) put in force, 1111–7. Rule that no man shall work for more than 24 consecutive hours, 1125. In favour of regular and permanent employment, 956.

EMPLOYMENT: Is irregular, owing to the large number seeking employment, and to the weather, 876–7, 903–4, 952–4, 965–6, 969, 1024. Danger of, 892–8; and inutility

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of the *Employers' Liability Act*, 899–900. Insanitary condition of the premises, 901. Indirect influence of foreign labour, 902. Successful working of the so-called co-operation system at the docks, 910–1, 958–64, 1094–7. Chief causes and result of the great strike, 906–8. Is more satisfactory at the Millwall Docks, where only union labour is employed, than at the other docks, 1007–10, 1034–5, 1058–61, 1098–106; animosity of all other docks against the Union, 1008, 1060, 1062–5.

EMPLOYED: Number of, 871, 873, 969. Rent paid by, and lodgings of, 983–8. Classified as unskilled, 872. About 10 per cent. are permanent men, 874–5. Dismissal of representatives, 905, 995–9. Occasionally happens that all seeking employment are engaged, 903, 970–1, 973. Permanent men ordered by the Dock Company not to belong to the Union, 957, 1001–6, 1107. Class of men migrating to the docks, 967. Relations with the Dock Company before November 1890, when all the men were unionists, 1108–10. Appointment, payment, and work of representatives, 1083–4. Why the unemployed flock to the docks, 952–4, 966–7.

WAGES: Average of, 873, 961–2, 1129. Rates of, 878–9, 959, 1099, 1102. Rate for overtime, 878, 881, which as a rule, is worked by the permanent men, 882. Dissatisfaction with the plus or bonus system, 879–80, 887–91, 920–7. Applications to the dock officials to allow the plus to be checked, 925–7. Agreement with the Dock Company relative thereto, 891, 989–93; which was superseded by the day-work system, under which there was no plus, 994. Permanent men are paid by the week, which system is best, 1081–2.

REMEDIES PROPOSED AND ADVOCATED: Municipal workshops to provide work for the unemployed, 1029–35, 1075–80. Benefits from an increased recognition of the Union, as its influence would be used to keep away incompetent labour, 1011–4, 1023, 1036–8, 1058–61, 1066–74. Advocation of a legal 48-hour week and abolition of systematic overtime, 943–51, 1039–57, 1118–31. Necessity for a State board of arbitration without legal powers, 913–9, 928–33. Advocation of employment of only a certain number of licensed permanent men, who could be transferred from one dock to another, as required, thus checking the influx to the docks, 934–42, 955, 972–82.

MR. HENRY STYLES.

District secretary of the Dock, Wharf, Riverside and General Labourers' Union, 1132–3; has 21 years' experience at docks; formerly a shipping joiner; earnings and rent paid, 1340, 1366–7, 1384–402, 1433–6.

EMPLOYMENT: Grievances connected with the so-called co-operative system; explanation of "sweating" under, 1138–59, 1380–3. Change of the plus system, or piece-work, to day-work, with no pay for meals, 1405–15. Gear and machinery is sometimes defective, 1165–70, 1223–36, 1443; no government *inspection* thereof, 1416–25; details of compensation given by Dock Company for injury, 1426–32, 1439–43. No inspection as to sanitation, which is bad, 1171–2. Is irregular, 1334–7, 1346–53.

EMPLOYED: Representatives, &c. dismissed for belonging to union; system of black-listing, 1160–4, 1292–1333, 1375–80, 1411–5, 1444–51. Are generally satisfied with the mode in which business is done at the docks, 1135–6. Rent paid by, 1340–1. Number of employed or of unemployed, 1345–53, 1335–7. Mode of existence when dock work is slack, 1363–5. Men turn to the docks as a last resource, 1367–70. Relations with certain steamship companies and comparisons between them, 1147–8, 1153, 1173–291, 1373–4, 1403–4. Average weekly wages, 1153, 1338–9, 1342–4, 1385, 1393–401. Average hours, 1355–6.

REMEDIES PROPOSED AND ADVOCATED: Eight hours' day advocated, 1354–62, 1371–2, 1437–8, 1451–2. Employment of a larger number of men upon each hatchway, 1139–56.

MR. WILLIAM HENRY HORTON.

A trustee of the Dock and Wharves Foremen and Clerks' Union, 1453–4; desires to give evidence on a future occasion, 1500–3.

DOCK AND WHARVES FOREMEN AND CLERKS' UNION: Has existed two years, 1455, 1511. Number of members, which is small, compared with the large number eligible, 1456–7, 1506–10, 1546–8, 1602–4. Objects of, 1458. Secessions from, 1456, 1504; cause thereof, 1505. Will become stronger when trade becomes more settled, 1512–4; not at present sufficiently powerful to press the men's grievances, 1515–6. Assisted the dock company in the great *strike*, 1490, 1553–4. Has had grievances with the docks committee, 1489.

EMPLOYMENT: No complaint of foreign competition, Seasonal irregularity of, 1460–3, 1486. Nature of, 1466–8, 1638–9. *Holidays* paid for in some cases, 1487–8. A week's notice required on either side, 1471. Average *hours* of labour, 1478–85, 1549–50, 1580–1, 1647–52. No *strike* would succeed, 1499. Permission of the Customs obtained to work *overtime*, 1651.

Superannuation Scheme applies to both foremen and clerks 1528. Forced deduction of 2½ per cent. on the gross wage for, 1472, 1474–6, 1588–92. When the payments and benefits commence, 1529–31. Benefits from, 1477, 1531, 1540–1, 1563. The longer the term of service the better it is for both sides, 1532–3. Dissatisfaction with, 1587; members wish to be represented on the board, 1588–94, 1630–1. The rules were never submitted to the Union, 1620–6; no representation made to the Docks Joint Committee at the time, 1627–9. Members of the Union would probably strike, if they were not bound by, 1576–7; 1586, 1595–601.

EMPLOYED (Foremen and Clerks): If necessary, *e.g.* in case of a strike, are called upon to perform manual labour, 1467–8, 1642–6. Have not benefited by the great strike, 1632–4. Classed as skilled, 1464–5. Some engaged only for the season, 1461, 1470.

WAGES: Average of, 1459, 1493, 1551, 1583, 1605–9; how arrived at, 1535–8. Chiefly paid weekly, 1469, 1473, 1524–7; direct from the employer, 1472. Complaint against the low wages, and comparison with the dock labourers', 1491–3, 1523, 1552, 1555–6, 1561–6, 1579–85, 1605–15; caused by competition, 1494–6, 1633–5, 1640–1; application to the Joint Committee resulted in a decrease of staff, 1572–4, 1616–9. No extra pay for overtime, which is much worked, 1557–60, 1569–71; though the clerks at some wharves receive a small allowance, 1566–8.

REMEDY PROPOSED: Board of arbitration, with compulsory legal powers to settle wages, 1497–8, 1543–5; failure of attempts at arbitration, 1575.

MR. MICHAEL HART.

Dock labourer since 1875; on wharves, barges, and ships, 1653–6; member of the Dockers' Union, 1657; at present caretaker of property belonging to the Union, 1795–6; earnings, 1793–4; represents about 50 wharves and warehouses in district, 1658.

THE DOCKERS' UNION: Numbers of unionists and non-unionists in the district, 1659, 1782–7, 1822–30. Entrance fees and weekly subscriptions, 1831–5. Utilisation of the funds, 1836–7. Steps taken to prevent the influx to the docks of agricultural labourers, 1857–9, 1914–6. Funds are not sufficient to make allowances for accidents or sickness, 1817. Difficulties and inability of Union to follow up cases for compensation, 1698–9, 1817–21, 1878–83. Result of dismissal of delegates, 1792. Friction caused by non-unionists: grounds of their objection to join, 1898–906.

EMPLOYMENT: Is irregular, and therefore causes much distress, 1661–4, 1670, 1683–6, 1708–9; laborious, 1667; and dangerous, chiefly owing to hurry in despatching ships, and to deficient gear, 1694–6, 1758, 1809–13, 1879. Employers seldom give compensation for accidents, 1875–7; in some cases insure the men, who do not always receive the amount insured, 1743. Incompetency of ordinary workman as an inspector of machinery, 1810–2, 1863. Objection to employment of women, men's wages being thereby reduced, 1708, 1806–8. Indirect influence on the dock industry of the influx of foreigners (pauper aliens) and agricultural labourers. 1710–3, 1802–5, 1844–8, 1860–3, 1884–6, 1907–13, 2192–8. Effect of the coasting trade upon the regularity of, 1717–22. Insanitary cargoes and accommodation; absence of sanitary inspector, and action of Union with regard thereto, 1700–1, 1814–6, 1839–43. Classified as unskilled, though in many cases skill is requisite for, 1660, 1665–6. The men are generally engaged by the hour, 1723–8. Rule that men engaged in the morning be guaranteed four hours' work occasionally broken, 1729–31. Unsatisfactory relations between employers and employed, 1702–3.

LABOUR: Ordinary hours are eight, after which overtime is calculated, 1687–8. *Overtime* largely worked in the shipping wharves, 1689–91. Conditions under which witness has worked 48 successive hours, 1691, 1749–61, 1764–81. Danger and competition through boy labour, 1703–5. Objection to contractors working the co-operative or piece-work system, 1675–82, 1732–42. Dissatisfaction of the British workman while the present conditions continue, 1714–5. Good result of the 1889 strike, 1706–7.

WAGES: Variation in the general rates of, 1668: rates on wharves and ships: reasons for difference, 1668, 1671–4. Average of, 1669, 1788. 1797–8: average before the 1889 strike, 1838. Paid chiefly by the hour, but some by piece-work, 1675; and simply for the day's employment, 1692–3. High rental and cost of necessaries of life in comparison with, 1789–92, 1799–801. Rate for overtime, 1668.

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO: Allotments to prevent influx of agricultural labourers to the docks, and restriction of immigration of foreigners, 1710–3, 1855, 1887. Limitation of number of dockers would be a remedy, but a bad remedy, 1849–56. Overtime to be penalised by making it costly to the employer, 1762–3. Advocation of public workshops for the unemployed at the expense of the nation, 1888–97, 1917–24. Advocation of Government inspection of machinery, 1813, 1864–9. Proposal for Government prosecution in cases of accidents, 1699, 1870–4.

MR. MORTIMER COSTELLO.

Wharf labourer and district secretary of the Dock, Wharf, Riverside and General Labourers' Union, 1925–6, 2034; represents the same district as Mr. Hart, 1929–30; wharves in the district of, 2110–3, has not worked at the docks for two years, 2035–6.

THE DOCKERS' UNION: Good relations with some employers, 2014–7, 2134–40, 2114. Educational work and its good effect, 2156–61. Utilisation of funds, 2187. Dismissal of prominent officials, 2004, 2013.

EMPLOYMENT: Tolerably regular in the coasting wharves 1959. Laborious nature of, 1955, 1960, 1965, 2151–2. Unhealthy nature of the cargoes, 1995–7. Insanitary accommodation, 1994.

ACCIDENTS: Weekly average number of, 1971–2. Statistics could be obtained from the London Hospital, 1973–7. Chiefly caused by defective machinery and tackle, 1978–83, 1989–90. Compensation given only when workmen are insured by the companies and wharfingers, 1884–5. The Carron Company, however, pays 25*s.* a week, whether the accident be the company's or the man's fault, 1985, 2080. Object of Union is to obtain compensation, 1987, 2184–5, 2188; obstacles at present in the way, 1986; successful action cited, 1988.

EMPLOYERS: Refuse to arbitrate and mediate, 1970. Inimical to unionists; men are consequently afraid to join unions, 2000–4, 2013. Violation of the agreement made in January 1890 with Mr. T. Scrutton on behalf of six of the largest shipping or coasting companies, 2018, 2058, 2063, 2115–33. The Carron Company employs all unionists, 2135; no opposition to the employment of non-unionists, 2171–2.

EMPLOYED: Unionists are a better class than non-unionists, 2083; numbers of each class, 1931–4, 2014–92. 2186. Complain against the large amount of overtime worked, which they are compelled to work, 1945–8, 1954, 1960–4, 2043–50, 2142–6. Extent to which permanent men, the number of whom might be increased, are employed, 2041–2, 2055, 2064–70. Difference between royals and permanent men, and numbers of, 2037–40, 2102–5; some wharves employ only royals 2041–2. Are not in favour of striking, 1952–3. Lodging and rent of, 2165–8. Employment of women, and wages received by them, 2162–4. Men of 65 or 70 years of age are obliged to do the same work as young men, 2149–50. Have given very little consideration to the *Employers' Liability Act*, 1998–9.

WAGES: Rates of, 1935, 2018. Chiefly paid by the hour, 1936–8, 1942–4. Objection to payment through contractors in piece-work or co-operative system, 1939–41. No compensation for loss of time caused by awaiting arrival of ships, 1935–6, 2072–82. Of permanent men, 2052, 2056–63; of royals, 1955–8, 2051; of royals and permanent men taken together, 2106. General average wage, 2107–9.

STRIKES: 30 in witness's district since the great strike for breaches of contract between the Union and the masters, 2005–10, 2021–3; results of, 2011–3.

REMEDIES PROPOSED AND ADVOCATED: Advocation of a 48-hour week, 2153–5. Arrangement of work in shifts to prevent the long hours, 1948–9, 2141, 2147; futile efforts of the Union with regard thereto, except in the case of the Dundee Wharf, 1950–1, 2142, 2147–8. Advocation of a permanent wage, 2053–4. Municipalisation of docks and wharves, 1967, 2024–7, 2093–101, 2173–8; failing this a general body for the regulation of disputes might be useful, 2190–1. Establishment of municipal workshops, 2028–32, 2169–70; no possible loss therefrom, 2179–83, Monthly Government inspection of machinery, 1991–3. Establishment of a State Board of Arbitration, 2019–20.

MR. HENRY QUELCH.

Represents the South Side Labour Protection League and the Steamship Workers, 2199, 2250; has not worked at the docks, 2246–9. Unjustifiable blacklisting of, 2249, 2584–91, 2595.

SOUTH SIDE LABOUR PROTECTION LEAGUE: Organisation and operation of, 2388–9, 2438–50. Number and classes of members, 2221, 2261–75, 2287–93, 2295–6, 2412–6. Entrance fees and weekly contributions to, 2378, 2390–2. No allowance to representatives when out of employment, 2378.

EMPLOYMENT: Irregularity of, consequent periods of exceptional distress, 2208–9, 2221–2, 2243–4, 2417–8, 2426. Is dangerous, chiefly owing to defective gear and employment of foreigners, 2210–5, 2253–7, 2297, 2583. Compensation not recoverable from foreign shipowners, 2226. Competition of foreigners and results, 2213–5, 2235–6, 2253–7. Unfairness of competition of old men and boys, 2236–8, 2260. Indirect influence of influx of agriculturalists, 2241–2. Details of strike at Messrs. Keen's owing to attempt to cut down piece-work rates, 2385; subsequent disputes through employment of boy labour, 2385. Irregularity owing to the depression and inflation of trade, 2317–26. Lodging and rent of the unemployed, 2304. Definition of a trimmer, 2298–9. Objection to work with non-unionists, and grounds thereof, 2396–412: discussion on the question of liberty to combine, 2578–9, 2592–4. Strikes chiefly attributable to the employers behaviour, 2385.

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WAGES: Average rates of, 2200, 2260, 2294, 2301–3, 2305–7, 2358–9, 2454–60, 2463, 2465–6. Paid by the hour or piece, 2201–2, 2365; through sub-contractors in many cases, 2203, 2371. Payment for overtime, 2200, 2207, 2367–8, 2466. Bermondsey Vestry workers are fairly contented with their wages, 2569–71: Government workmen are in many instances not content, 2566–9.

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO: Advocation of a legal 48-hour week (witness personally in favour of an eight-hour day), and abolition of overtime except when absolutely necessary, 2226–31, 2244, 2258, 2311–6, 2369–70, 2373–5, 2419–24, 2503, 2534–6; manner of enforcement, 2524–33. Constitution of a tribunal to decide as to necessity for overtime, 2537–51. Amendment of *Employers' Liability Act:* abolition of common employment, 2217–8, 2379–81, 2383, and of appeals against the jury's decision, 2220, 2274–6; compensation to be illimitable, 2219, 2382–3; penalty upon employers for criminal neglect, 2382. Legislature to have power to give the advantage of labour-saving machinery to the workers, 2224. Desirability of steady employment, but objection to the weekly system, 2261–73, 2366, 2375. Increase in number of regular men would be advantageous if provisions were taken to prevent them working excessive hours and to pay a minimum wage, 2474. Objection to the abolition of the middleman, 2372. Maintenance by the State of men above 60 years of age, and limitation of boy labour, 2235–40, 2259, 2283–6, 2308–10, 2429–37, 2475–82, 2503, 2506–23. Witness personally favours the abolition of piece-work, 2466, 2580–2. Objection to a State Board of Arbitration and impracticability

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of enforcing decisions, 2386–7. Provision of dwellings for the working people, 2505. Municipalisation of the docks and wharves, 2331–4, and establishment of public workshops for the unemployed, conducted on national co-operative principles; any loss to be borne by the rates or the Consolidated Fund, 2244–5, 2330, 2335–57, 2376–7, 2483–503, 2583. Fixture of a minimum wage by county and town councils, with a Minister responsible to Parliament, 2333, 2552–65. Ultimate outcome of the palliative remedies suggested:—the municipalisation and nationalism of the whole organisation of labour and the whole of the means of production, 2504.

MR. JOSEPH FALVY.

Represented the corn porters in Rotherhithe, Bermondsey, Horsleydown, and Wapping, 2596, 2669, 2740–5. Member of South Side Labour Protection League, 2665.

THE SOUTH SIDE LABOUR LEAGUE: Pressure upon non-unionists and compulsory acknowledgment by employers, 2632–7. Loyal members suffer, 2644–9. Members employed in granaries and discharging ships, 2666–70. Assistance given to unemployed members of, 2671–80, 2686–7. Assistance by money to enforce claims for accidents, 2682–4, 2714, but no other advantages, 2685. Strange boys not required to belong to, 2694–7. Opinions upon wages and hours of labour, 2705–8. No sick pay, nor sums of money on death, or unemployment, paid by, 2679–80, 2713. Whom embraced in, 2715–7, 2721.

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EMPLOYERS: Hostile to union, but compelled to recognise its power, 2634–7. Names of those friendly to Union, and their reasons, 2642. Adoption of less hours and better pay by an employer, 2760–9. Relations with the Insurance Company, 2770, 2773, 2778–81, 2786.

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MR. WILLIAM SALTER.

Dock labourer for 20 years, secretary of a Union branch, 2795–6, 2962–70, 3088–94.

THE DOCKERS' UNION: Connection with cases under *Employers' Liability Act*, 2813. Complaints to employers by, 2946, 3085–7. Tries to bring about regular employment, 2951–2. Pay of branch secretary, 2964–9. Takes the contract in some docks, 3110–1.

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MR. JAMES DONOVAN.

Member (not representative) of Amalgamated Stevedores' Society, 3199–200, 3244–7, 3264–5, 3339–40.

Personal knowledge of the *Employers' Liability Act*, 3406–9.

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MR. BEN TILLETT.

Secretary of the Dockers' Union, 3641, 3658, 3671, 4042. Represents the docks and wharves of London, 3555–6, 4043–5. Connected with the industry—the tea trade—for 25 years, 3657, 3672–3. Gave evidence before the Sweating Commission, 3558, 3812. Concurs in the dock evidence previously given, 3639–40, 3845, 4046.

THE DOCKERS' UNION: Has always repudiated any bad conduct on the part of the employed, 3883. Acquiesced in the dock companies' desire for a change, and advocated a co-operative system of working, against which insuperable difficulties were then raised, 4069–79.

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WAGES: Mr. Hill charges 1*d.* (not as Mr. Styles stated, ½*d.*) per ton for use of gear; rate is excessive, 3577, 3603, 3792–3. A return, showing an average at one dock of 34,000 men employed in loading cargo during 311 consecutive days in a year at 2*l.* 8*s.* 11*d.* per week, considered incorrect by witness, 3942–8. Rates for permanent men and for hourly men, 3759–63. Overtime sometimes worked by permanent men without extra rate of payment, 3766–71, 3903–10.

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REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

Proposed regulations with regard to Labour: Regulation of boy labour and of labour of old men required to secure a more equal distribution of severe and light work, 3558–64, 3669–70. Relays of labour would produce more regularity of employment, 3801–11. Local regulation of influx and outflow of employed in each particular district, 3597–8. Employment to be given to casuals elsewhere, to prevent influx of men at the docks, 3681–7. Increased power of labour-saving machinery should go to the general benefit, and not to the employers, 3582, 3845–54. Maximum hours of 48 per week, not an eight-hour day, since the latter would abolish overtime, *i.e.*, night-work, which need not be totally abolished, 3558, 3564, 3663, 3728–35, 3911–8, 4050–6; arbitration board of men and employers to decide justifiability of working extra hours, or to enforce fines upon both parties, 3961–83.

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Proposed regulations upon Employers and Employed: Increase in number of permanent men to be fixed by conference of employers with men; pecuniary and physical results of such increase, 3736–65, 3772. Advocation of co-operetive system, which would depose the middleman, 3884–91. Necessity for representatives to overlook accounts; employers break agreements that employed shall do so; results of such inspection, 3603–9, 3645–6, 3870. Objection to proposed system of licensing dockers by the Union, 3919–20. Difficulty of enforcing bargains between employers and employed, and suggested remedy under employers' liability, 4025–31. Members of Union are generally against joint insurance, 3925–9.

Proposed regulations upon Government: Amendment of *Employers' Liability Act*, and an appeal (free of cost) to a public department to be allowed to be made by the employed, 3615, 3619–25. Formation of a State board of arbitration, not to fix wages, but to enforce agreements between employers and men, 3615, 3626–38, 3658–63, 3705–6, 3930–3, 4079–81; and of a ministry of labour, with labour bureaus superintending the labour life of the country, 3598, 3615, 3930. To prevent *accidents* proper inspection by Goverment of machinery, and regulation and inspection of the number of men in gangs, 3615–8, 3663, 3727.

Municipalisation the only effectual remedy: Complete re-organisation of the industry of the country; the State ultimately to be the universal employer, 3595–8, 3658–60, 3998–4000. Docks to be owned and worked (on the principle of the largest number of employed possible) by a municipal authority (which shall buy at 25 years' purchase), but with no sub-contracting, 3568–93, 3609–15, 3688–704, 3827–44, 3890–902, 3984, 3993, 4019–24, 4057–62. Possible loss would be more than covered by more effective management, 3590–3. Workmen on the Swansea Harbour Trust are well satisfied, 3985–90. Great dissatisfaction of the skilled —not of the unskilled—workmen in Government employ, 3991–7; no more practical suggestion to give than general advice to improve the condition of Government workmen, 4001–6. Powers to be given to municipality to find employment and to provide workshops for technical education, 3594, 3604, 3721–3, 4063–7.

MR. ROBERT CRIDGE.

Foreman stevedore and member of Amalgamated Stevedores' Association, 4082–4, 4103–6, 4160, 4179–84, 4267, 4309–14; does not concur in Mr. J. Donovan's evidence, 4278–9.

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MR. JAMES WELCH.

Dock labourer, and member of the Dock, Wharf, Riverside, and General Labourers' Union, 4390–3, 4401–3, 4405–6, 4445–8; also a witness before the Sweating Commission, 4395. Has had a personal difference with Mr. Ben Tillett, 4435–7.

THE DOCKERS' UNION: Work of, 4411. Complaint of witness of the pacific policy of the union, and its defective system, 4411, 4417–20, 4492–508.

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REMEDIES PROPOSED AND ADVOCATED: Better understanding between dock companies and the union, 4440–2. A return to the first 12 months' work which has been neglected by the Dock Union officials, 4509. Recognition of union by Legislature, 4521–6. Substitution of a day's wage for co-operative system, 4531–2. Six men required for every four employed, 4421–6, 4421, 4482–6.

MR. CORNELIUS DONOVAN.

Represents the Ballast-heavers' Protection Society, 4534–5, 4575–6. Number of members of, 126, 4536. Also secretary to United Labour Council, 4555–9.

UNITED LABOUR COUNCIL: Acts as arbitrator, 4546. Difference on account of manifesto to strike issued by, 4560–2. Shipwrights' grievance with Rait and Gardiner, 4563–71. *Dispute* between Sailors' and Labourers' Unions, 4572–3.

EMPLOYED: Not always paid a fair tonnage, 4539, 4547–50. Friendly relations with ballast masters, 4550.

LABOUR: Overtime worked when necessary, 4538. Hours of, 4574. Irregularity of, 4579. Compensation for baulkage, 4542–5.

WAGES: Paid by ton, 4537, 4551. Daily average of 14*s.* to 15*s.*, 4552–4. Weekly average of, 4577–8.

REMEDIES PROPOSED AND ADVOCATED: To prevent undervaluation of tonnage, each barge carrying ballast to be weighed and marked, 4539–41. Limitation of continuous work, 4579–80.

MR. WILLIAM EGERTON HUBBARD.

Chairman of managing committee of London and India Docks Company, 4581–2.

REFUTATIONS: Of statement that physical injury to employed results from their work, 4630, 4735–7, 4825–7. Of statement that permanent men are "white slaves," 4672–6. Of charge that new hands were dangerous, 4634, 4738–41. Of statement that men complaining are left out of work, 4819–20, 4871–2. Details concerning members of the "happy eight" gang, 4630, 4735, 4825.

JOINT COMMITTEE: Persons employed by, 4583. Shipowners now control Albert and Victoria Docks, 4612, 4667. Relations with Dock Labourers' Union, 4627. Capital, stock, loans, debentures, and dividends, 4582, 4856–64, 4882–93.

RELIEF FUNDS: Details of compensation given for accidents during last 12 months by joint committee, 4617. Scale of compensation to single or married men for injury, 4618. *Superannuation fund*: organisation of, 4619, 4714–21, 4873–9; scale of, 4620–1; cases of payment when members resign or are dismissed, 4722–33.

EMPLOYMENT: Irregularity of, and reasons for, 4584, 4661–7, 4766. One-fifth sailing ships to four-fifths steamers, 4585–6. Shipping becoming more regular 4588. 59 per cent. done by piece-work, 4595, 4602–3, 900 *accidents* in last 12 months, 4614–6. Sanitary arrangements at, 4626, 4734. Evils less than formerly, 4640–5. Growing opinion that the community has a strong interest in the conditions of, 4646–9. Cannot be steadied by having all the docks or wharves under one control, 4828–30. Difficulty of obtaining, 4846. Method of engaging workmen, 4903–4.

PRODUCTION: Tonnage of goods, 4582. Largest volume in wool, 4587. Tea trade more regular than formerly, 4588.

EMPLOYERS: Object to labour unionists as foremen, 4628–30. Do not object to Foremen's Union, 4629. Lose when a negative sum represents the plus, 4639; recognise the men's union, 4627, 4749–54. Dividends low on account of increased expenditure, &c., now 2 per cent. and rising, 4855–65.

EMPLOYED: Number and organisation of, 4583, 4815–7, 4897–902. Variation in number of, 4587–90, 4755–63, Class A., weekly labourers, Class B., preference men, Class C., those which are engaged after B., 4590–1. Irregularity of application of Classes B. and C., 4592,

4637, 4847–50. Obtain work at different docks, 4587, 4590, 4598-601, 4764–5, 4849, 4851–4, but object to the changing, 4667–71. Allowed to examine the books, 4603. Abused the system of representatives in piece-work gangs, by opposing employment of non-unionists, and doing less work, 4607-10, 4697–9, 4784–5. Ex-representatives continue to work at docks, 4611–2. Numbers of foremen and clerks, 4622. Cases in which strangers were taken on, 4633–4, 4801–18, 4841–2. Age of permanent men restricted, 4685, 4803. Influence of dock work upon, 4690–3. Foremen and engineers have charge of gear and machinery, 4700–3. Individually in favour of overtime, collectively against it, 4677,4831–3, 4895–6. Why men gravitate to the docks, 4843–5, 4905–6.

LABOUR: Hours are 7½ in summer, 6½ in winter, 4604, 4695, 4742–8, 4767–72. Necessity for overtime, 4605, 4680–1, 4678; less than formerly, 4896. No black-list system, 4613. Hours of foremen average 50, of clerks 45, 4625. Half-hour overtime by permanent men to make up for dinner half-hour, 4631–2. Genuine piece-work system objected to by employed, although successful when tried; detailed accounts of various systems of labour, viz., co-operation, day work, and Mansion House agreement, 4786–800, 4838–41. Excessive continuity of hours of, 4908–11.

WAGES: Class A. obtain 24*s.* in summer, 21*s.* in winter, per week, 4591. Averages of Classes B. and C. 4595–7, 4695–6. Paid directly by dock officers, 4602. Average of foremen and clerks, 31*s.* per week, and scale of, 4622–4. Subsistence wage, 6*d.* per hour under Mansion House agreement, 4638, 4773-85. Overtime charges, 4684–90. General averages of, 4821–4. Agrees with Mr. Salter's statement that his average was 12*s.* per week, and states reasons, 4597–9. Increase in rate of, is the cause of very low dividends, 4855–6.

STRIKES: Strike of 1889 a revolution; effects thereof, 4754, 4912–8.

REMEDIES PROPOSED AND ADVOCATED: Equalisation of wages and employment, 4650–2. Dock directors to use more expensive methods to increase staff of employed, 4653–60. Higher charges to shipowners when overtime is required to prevent unnecessary overwork, 4694. Meeting of employers and employed to prevent strikes, 4880–1. Reduction in number of casual labourers advocated by joint committee, 4593–4. Questions of municipal purchase and control of docks not yet considered, 4866–70. Limitation of overtime desirable, 4605–6, 4678–81, 4690, 4694, 4834–7, 4894. Advocation of a Government inspector to be responsible for gearing and machinery, 4615–6, 4704–13.

MR. GEORGE ALEXANDER LAWS.

Formerly seaman and managing owner of steamers; at present general manager of Shipping Federation, Limited, 4918, 4996, 5009–10.

REFUTATIONS (*of statements with regard to Shipping Federation*): Object is not to reduce wages, 5016–7, 5246–50. Foreigners excluded unless they have served four years in a British ship, 5047–51. Does not propose to extend to foreign ports, 5052–6. Is not a Trade Union, 5093–4. Did not supply members with weapons, 5194–7, 5415. Objects to any form of coercion; and has not used it, 5264–70. Has not discharged English sailors at foreign ports in order to take on foreigners at a reduced rate of wages, 5290–3, 5417. Of statements that those employed by the Federation are riff-raff, 5344–5; that they are underpaid, 5346–8; that they are not supplied with meals during night-work, 5349; that owing to their incompetency it was unsafe to work with them, 5350–2; and that threats against Unionists were used by Federation officials, 5353. No seamen supplied who were not competent, 5377–9.

SHIPPING FEDERATION, LIMITED: Constitution of; affiliated with 25 associations, companies, and firms (7 million tons of shipping, *i.e.*, ⅓ of total United Kingdom tonnage), 2,000 shipowners and 200,000 seamen, 4919–24. Objects of; liberty of contract and resistance to coercion by Sailors' Unions, 4925, 5213, 5280–9, 5419. Not opposed to sound principles of trades unionism, 4928, 5279, 5416. Attitude towards men, 4929. Origin caused by unreasonable demands and interference of one Union, 4930–8, 5018, 5095–8, 5261–4. General scope of, 4926–7, 4942. Ships men under Board of Trade authority, 4945. Details concerning introduction of registration tickets (called "Badges of Slavery"), 4945–6, 5099–141, 5355–6. Does not object to registration of Union men, 4947; 5045–6, 5341–3, 5356, 5423–4. Reply to manifesto of United Labour Council, 4954. Benefit scheme to give compensation to relatives for loss of life, and to seamen for serious injury, 4972–3, 5416. Has no system for conciliation or arbitration, 4983. Co-operation introduced only to a limited extent in special branches, 4984–5. Has passed no specific resolutions recommending alteration in the law affecting labour, 4986. Strength of Federation increased by the disputes, 5198–9. Agency of Mr. Hunter and supply of free labourers, 5213–9. Definition of "agitators," the sole cause of many dissensions between employers and employed, 5220–37. Formed from indemnity associations, 5270–3. Articles of Federation and their application, 5357–8. Dublin firms have been members since commencement, 5411–4. Cannot get anyone with whom to sign a binding treaty, 5464–71.

NATIONAL AMALGAMATED SAILORS AND FIREMEN'S UNION: Its tactics necessitated formation of Shipping Federation, 4925. Coerces masters under threat of a strike or detention of vessels to join aggressive unions, 4933–5. Coerces masters to sign letters to employ Union men only, 4936. Instances of members of Union refusing to work on vessels with non-unionists, 4937–9. Interference by Union not a question of wages but the forced employment of its members, 4939–41, 5419. System of picketing with intimidation, violence, and robbery; Newport case and other instances cited, 4943–4, 5294–305, 5418. Forces seamen to join by means of intimidation; the "Bavaria" and other instances cited in which brutal violence was used, 4961–4, 5326–33. Dangerous to life and property, 5020–1. Registered in 1889, 5059–61. Speaking generally has increased wages, 5062–6. Pays fines imposed upon members for assaults, &c., 5326–33. Enrolling of foreign seamen has bad effect upon labour market, 5420. Advertises intention to close ports to non-union vessels, 5420–2. Insists on payment of same wages to incompetent as to competent men, 5458–9. Says one thing one day, another thing another, 5459–71.

EMPLOYERS: Do not refuse to employ delegates, 4980. Black list used for deserters only, 4980, 5365, 5420. Shipowners compelled to give advance notes, 5073-9, 5336–40. Shipowners liable to imprisonment for breaking contract with sailors, 5085–92.

PRODUCTION (The Shipping Trade): Amount of tonnage, 4921. Value of tonnage, 5039, 5436. Results of strikes upon, 5040–4, 5200–9, 5210–2.

MERCHANT SHIPPING ACTS: Prosecution under, 4950. Necessitate a shipowner to land his cargo, that is, engage all the labour, 4957*a*. The Act of 1854 requires alterations, 4957–60. Case and opinion of counsel upon alterations required, 4960, 5334. Act of 1888 requires alterations in section referring to payment of wages, 4961. Regulate questions of safety, lighting, sanitation, inspection, and compensation, 4978–9. Details concerning modern shipping legislation and prohibition of deck-loading, 4997–5008. Breach of Act in shipping pier-jumpers, 5374–6.

EMPLOYED: Can desert after receiving an advance note and yet go unpunished, owing to alteration in legislation in 1880, 4966–7, 5340. Obtain compensation for accident, hospital and medical expenses, 4979. Unionists have struck because (1) non-unionists were employed, (2) owners declined to employ members of one union only, (3) the union disagreed with rate of wages, although employed were satisfied, (4) "landlord cattle" were shipped, (5) vessels had loaded at a port where unionists were on strike, (6) owner of vessel resided at such a port, (7) owner of vessel was a Federation member, (8) two Unions were disputing about the work, (9) they refused to discharge "original packages," (10) owners declined to employ unnecessary "tally clerks," 4981–2. Engagement of, 5035–9, 5306–25, 5435–7. Definition of a free crew, 5147–8. Case of intimidation and robbery of a Norwegian sailor by Sailors' Union, 4944, 5294–305. Improvement in ship accommodation, 5359–9*a*. Men will not get employment under the Federation unless they hold a ticket, 5363–4, 5369–73. Data of desertions, 5365–8. Unionists block vessels to prevent crews discharging cargo, 5420, 5454–7. Details concerning evils of "crimping"; impossibility of getting a conviction, 5425–30, 5437–41, 5445–53.

ANALYSIS OF EVIDENCE.

LABOUR: Hours of service six, and of duty twelve, for seamen, 4974. Overtime when in harbour, 4975. Holidays given, 4976. Regularity of, 4977. Averages six months per year, 5360. Definition of "free labour," 5361-2. Effect upon the labour market of enrolling foreign seamen, 5420.

WAGES: Rates of, now and formerly, 5011-15, 5058, 5067-72, 5335, 5359-9*a*. Do not form a large item in expenditure of a mail or passenger steamer, 5024-5. Not lowered by action of Federation, 5246-50.

STRIKES AND DISPUTES: Full details of those fomented by Sailors' Union between September 1890 and April 1891, 4948-57. Manifesto of "United Labour Council" and reply of Shipping Federation, 4954. Garston strike, 4951-2, 5026-34. Have driven away the inter-coast trade to Antwerp, Hamburg, &c., 5040-4, 5200-9. Causes of, 4981-2, 5142. Details of Cardiff strike, 4957, 5143-73, 5417, 5419-20, 5434. Strike in 1889 was on account of wages, 5238-40. Details of Dublin strike, 5214-9, 5234-7, 5241-5, 5251-2, 5278, 5409-10, 5418. Good sense of employed will eventually do away with strikes, 5258-60. Details of Cork strike, which occurred over "landlord's cattle," 5396-408 5418. Report concerning dispute about the "Glengelder," 5415.

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO: Alteration in *Merchant Shipping Acts* giving employers power to engage men from any port, 4957-61, 5380-9. Alteration in regard to law concerning picketing to do away with present difficulty of proving "moral" intimidation, 4965-71, 5174-85, 5390-5, 5419. Imprisonment as a deterrent against acts of desertion, 4967, 5082-4, 5186-93. Limitation of monopolising rights of trades unionists, and illegality of strikes to prevent free labour, 4967. Government to appoint an official investigator of disputes, 4991-5, 5251-3. Establishment of a joint board impossible, owing to incapacity of workmen for a sensible discussion, 5254-7. Engagement of men on board, 5036, 5306-25. Licences to agents to engage seamen for shipowners by alteration of *Merchant Shipping Act*, 5429-44. Objection to Union conciliation scheme, proposing to provide special courts, 5021-3.

MR. THOMAS ROBB.

Superintendent of labour of Shipping Federation, 5472-3.

EMPLOYED: Number on free labour registry is 850, 5488. No distinction made between free and union men, 5490-1. Beneficial effect of free labour, 5502-4. Proportion of unionists to free labourers, 5530-2. Character required for free labourers from a responsible official, 5543-50. A large proportion are unsteady, 5572-8. Proportion employed by ship owners and dock owners, 5606-8.

WAGES: Rate of, 5492. Daily payment unsatisfactory, 5493-7, 5551-9. Vary with employment, 5590, 5602.

STRIKES AND DISPUTES: Text of "Wade's Arms" manifesto, 5474; effect of, 5475; reply to, 5476. Free men engaged to take the place of strikers, 5477-8. Particulars of convictions for intimidation and assault, 5479-81. Extra police protection was required, 5482-3. Aggressive stevedores' manifesto of February 31th. 5485; its effect, 5486. Cases of robbery and assault, mostly committed by union men, 5539-42. A large number of cases of intimidation were not prosecuted, 5624-7.

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO: Abolition of daily payment of wages, 5509-11. Abolition of licensed premises inside the docks, 5512, 5560. Extra police protection, 5513. Permanent engagement of men, 5614-21, 5586-9. Casual labour could not be entirely abolished, 5614.

MR. JAMES GREIG.

Wharfinger at Free Trade Wharf, Ratcliffe, 5628-9. Connected with London Docks, Wharves, Warehouses, and Granaries Association, 5636. Particulars of wages, hours, &c., on other wharves, 5687-5704. Formation of the Association, 5705, which is entirely defensive, 5718, 5771.

EMPLOYED: Number of, 5631-5. Average age, 37¾ years, 5641. Very little trouble between unionists and non-unionists, 5659-60. Very few accidents, 5675. Approve of overtime, 5676. Women only engaged in indoor work, 5759-69. Checker superior to labourer, 5801-2. Particulars of *accidents*, 5803.

ANALYSIS OF EVIDENCE.

LABOUR: Hours of, 5643-46, 5804-5. No night shifts, 5647. Always a full day's work, 5746-9. Wheeling trucks very light work, 5828-31. Shifts not working a full day would cause inconvenience, 5832-9.

WAGES: Rates of, 5637, 5708-13, 5793-800. Not paid through contractors, 5639. Payment for meal times not in accordance with Mansion House agreement, 5637-8, 5719-54.

STRIKES AND DISPUTES: The great strike caused by intimidation, and forced upon workmen, 5665-71. Effect on trade, 5684-6.

REMEDIES OBJECTED TO: Forty-eight hours' week impracticable, 5677-81, 5776. Government inspection would not be beneficial, 5810-22.

MR. ALBERT EDWARD EARNSBY.

Free labour foreman, 5840, 5886, 5927. Once a member of Kent and Sussex Agricultural Labourers Union, 5893-4. Works for several lines, 5945.

EMPLOYED: Men imported during the strike quite competent, 5861-2. Public-houses in the docks not desirable, 5871-3. Federation men are not underpaid, 5878-9. Union men will not work with non-union, 5881-3, 5929. Anyone can get three days' work per week, 5846-7, 5956. Proportion of unionists to non-unionists in the docks, 5964-9.

LABOUR: Dock labour better than agricultural, 5843-7, 5903-6. Migration of labour rather from than to the docks, 5849-51, 5884. Hours cannot be made perfectly regular, 5856-60. Disadvantage of working by shifts, 5970-2.

WAGES: Should be paid weekly, 5854-5. Average more than 13*s*., 5874.

STRIKES AND DISPUTES: Instances of brutal assaults committed by union men, 5864-70. Assault and intimidation encouraged and defended by the unions, 5864, 5868.

MR. JOHN POLHILL.

Free labourer at the docks, 5973-5. Not connected with any union, 5993, 6029.

EMPLOYED: Unions do not allow their members to work with free men, 5995-6001. Interchange of labour not allowed by unions, 5995-6001, 6011.

LABOUR: Dock labour superior to agricultural, 5976-9, 6009-10. Hours usually nine per day, 5982-4.

WAGES: Average 36*s*. per week, 5980-1, 6007.

STRIKES AND DISPUTES: Confirms evidence of Mr. Earnsby as to cases of assault, 5985-92, 6047-53.

REMEDY PROPOSED: More efficient police protection for free labourers, 6062-5.

MR. JOSIAH GRIFFIN.

Secretary and manager of Surrey Commercial Dock Co., 6070.

EMPLOYERS: Business of the company, 6071-2, 6295-8. Capital and dividends of the company, 6256-9, 6284-8.

EMPLOYED: Number of, 6075, 6077, 6151. Different divisions of, 6076. Labour-saving machinery ultimately beneficial, 6105-6. No distinction made between unionists and non-unionists, 6109-10. Age of, 6134-9. Proportion of unionists, 80 per cent., 6151-3. Licensed premises useful for obtaining refreshments, 6182-9. Number of permanent men, 6261-77.

LABOUR: Description of, 6078-80. Hours of, 6086, 6167-8. Regularity varies with season, 6094-7, 6208-20, 6227-43. Dangerous nature of, 6098-102. Interchange of work not allowed by unions, 6121-4, 6157-61. Only a limited number can do timber work at the same time, 6142-7.

WAGES: Rates of, 6079-80, 6089, 6167-8, 6198-204. Very high, 6148. Paid under contract system, 6170-4. Method of payment, 6289-92.

ANALYSIS OF EVIDENCE.

STRIKES AND DISPUTES: None, except that in 1889, 6111–4. Cost of 1889 strike, 6117. Wages' dispute settled in favour of employed, 6155.

REMEDIES ADVOCATED AND OBJECTED TO: Interview between employers and employed when differences arise, 6118, 6162–6, 6247–54. Municipalisation of the docks would give no substantial advantage, 6120–33, 6244–6, 6255. Government inspection not necessary, 6176–9.

MR. HUGH COLIN SMITH.

One of the proprietors of Hay's Wharf, 6299–300.

EMPLOYED: Number of, 6301–5; 6318–28. Facts concerning "preference men," 6308–12. *Accidents* very few; compensation paid when they occur, 6334–6. No distinction between unionists and non-unionists, 6347–8. Interference of strikers with free labourers, 6378–83.

LABOUR: Hours of, 6337–41. No night shifts or Sunday work, 6342. Holidays allowed to weekly men, 6343–4. Increasing regularityof, 6345–7.

WAGES: Average in tea warehouse, 6306–7. Rates of, 6313–28; 6339–40; 6391–6; method of payment, 6330–3.

STRIKES AND DISPUTES: Names of strikers not published, 6349. Particulars of strikes of August 1889 and January 1890, 6352–5. Instances of interference by unions in cases of prosecution for intimidation and assault, 6363–72. Unions refuse to abide by Mansion House agreement, 6373.

REMEDY PROPOSED: Pickets should be reduced in number to prevent violence and intimidation, 6357–62.

MR. WILLIAM BECKET HILL.

Partner in the firm of Allan Brothers & Co., and managing owner of shipping companies, 6397–402.

EMPLOYERS: Lose large amounts through robbery by employed, 6472–5. Make no profits on London vessels owing to bad freights, Liverpool competition, and strikes, 6523–5, 6762–6, 6772–88. Ought not to compensate for accidents caused by men's own fault, 6546–55. Obliged by dock companies to discharge their own ships, 6644. Have tried to work amicably with Union, but failure has ensued, 6469, 6504–8, 6738, 6744–7. Reasons for "Monarch Line" boats leaving Albert Dock for Millwall, 6613–6. National Line conceded to demands of employed to save time and bother, and worked on a co-operative arrangement, 6650–5, 6663–6.

EMPLOYED: Number of, 6406, 6412–5. Definitions of shipworkers, quay labourers, and dockers, 6408–11. Apply for wages at unreasonable times, 6441–2. Will only work a sufficient time to get such money as will allow the remainder of the day to be spent in public-house, 6443–4, 6563, 6735–7. Supply not equal to demand 6437–40, 6445–6, 6560–5. Union favours men being "put off" at outside of dock," 6450. System of men dealing directly with shipowners not satisfactory, 6458–9. Representatives interfere with the work of, 6459–61. Thieving propensities of, 6462, 6472–5. Free labourers work better than unionists, 6468–9. Better work is done by employment of a middleman, 6469–70, 6757–8, 6761. No accidents from defective gear, 6471, 6541–3. Bad effect of London charity upon, 6479; 6559–65. Break agreements and refuse to abide by award of arbitrators, 6480–1. Union men refuse to work with freemen, 6507–8. Claim compensation for accidents caused by themselves, 6471, 6544–55. Approve of overtime, 6556–8. Particulars of insubordinate conduct, 6643, 6738–40. A steady man can get regular employment, although there is casual labour, 6581–5, 6596–7. Do not always work for the same companies, 6586–90. Always discontented with wages; abused special allowances, viz., dusty, hot, and awkward money, 6480, 6626. Officers of ships responsible for cargo; special watchmen on quay attend to ullages, 6703–8. Particulars of thefts, 6709–14. Sometimes work as corn porters, sometimes on beef, or flour, or oil, 6715–20. Not engaged permanently, 6767–71. More trouble with, and less work by, since the great strike, 6749–50. *Refutation* of statement by Mr. Ben Tillett that men are defrauded of surplus money; representatives allowed to inspect surplus before it is made up, 6791–2.

LABOUR: Nature of, 6403–7, 6426–8. Hours of, 6417, 6434–6, 6527–9. Free labour employed, 6456, 6468–9, 6506, 6673–9. Comparison of conditions of labour in London and Liverpool and different docks, 6457–9, 6476–9, 6501–3, 6535–40 6680–702, 6757–61, 6781–4. Seriously hindered by men's representatives, 6459–62. Amount increased by employment of a middleman, 6469–70, 6757–61. Much less done per day since the strike, 6533–4, 6785–7. Regularity of, 6566–80, 6594–7, 6601–12. Cargoes are general; about 500 tons only of grain came in during winter and spring of 1890–91, 6681–6. System of working by barges was in vogue before the strike, and is still continued, 6789–90.

WAGES: Working of bonus or plus or co-operation system with statistics as to surplus 6464–7, 6515–22, 6599, 6653–61, 6668–791, 6678–9. Method of payment of, 6404, 6462–6. Rates of, 6416–25, 6429–34, 6451, 6463–4, 6480, 6599–600, 6526–34, 6617–25, 6642–5, 6656–62, 6720–34, 6753–5. Bad effect of daily payment, 6476, 6509–14, 6756. Custom of daily payment cannot be altered except by law, 6482–90. Of ordinary labourers, 6591–3, 6598. Allowances of dusty, hot, and awkward money, 6480, 6617–50. Deductions for ullages are made from the surplus, 6710–4, 6741–3. Increased overtime pay given, 6740. Great strike increased rate of, 6751.

STRIKES AND DISPUTES: Very frequent, 6447–9. Serious effects of a strike in delaying steamers, 6449–50. Particulars of certain strikes, 6449–56. Failure of arbitration; awards cannot be enforced, 6480–1; 6491–4, 6631–40, 6739. The agreements broken were made with the full consent of the men, 6495–500.

REMEDIES PROPOSED AND ADVOCATED OR OBJECTED TO: Weekly payment of wages and only half drawn for subsistence money would improve the London labour market, 6756. Required alterations in the *Employers' Liability Act* to avoid firms being responsible for injuries inflicted by carelessness of fellow workmen, 6544–55. Enforcement by penalties of awards given in arbitration, 6480–1, 6491–4. Hours should not be fixed by law, 6556–8. Free labour advocated, 6468–9.

MR. WILLIAM GROVES.

Member of firm of Thomas Groves and Sons, granary keepers, Platform and Cumberland Wharves, 6793.

EMPLOYED: Number of casuals, 6794, 6809–15. Very few boys employed, 6796. Old men do not have their wages reduced, 6803. Rate of *wages*, 6795–800.

LABOUR: No night work, 6801. Work is healthy, 6804–6. Partly depends on season, 6821. Irregularity of; cannot be made more regular, 6816–27. Work not dangerous; *accidents* few, 6802. Hardness of work lessened by labour-saving machinery, 6807–8.

MR. STEPHEN SIMS.

Represents Amalgamated Stevedores' Labour Protection League, 6828–9.

THE SHIPPING FEDERATION: In trying to crush existing unions, introduces non-practical men, 6840–1. Indirect influence has been to lower wages, 6842–5, 6867. Instances of members carrying firearms, 6857–9, 6877–80.

EMPLOYED: Question of interchange of work of dockers and stevedores, 6868–9. Effect of arbitrator's decisions upon, 6886–91.

LABOUR: Irregularity of, 6833. Dangerous nature of, 6834, 6839. *Accidents* caused by improper gear and hurry, 6834–9. Annual holiday given, 6862.

WAGES: Average rate of, 6831–2.

STRIKES AND DISPUTES: Causes of disputes with P. & O. firm, 6860–6.

REMEDIES PROPOSED AND ADVOCATED: State Board of Arbitration advocated, 6846–52, 6870–2, 6886–92. Conference of employers and employed, 6873–6. Amendment of *Employers' Liability Act* in the interest of workmen: case of *Watson v. West* cited; desirability of unlimited compensation, but limitation of appeals, 6853–6.

Analysis of Evidence.

Colonel GEORGE RAYMOND BIRT.

General manager of Millwall Docks, with 36 years' experience of dock work (6893–5); favourable to labour unions (6961–4); and to boards of conciliation, but not to a Government board (6965–9).

Employment.

No shift system (6927).
Reasons why co-operative system is impossible (6928–9).
Introduction of *machinery* leads to a transfer of labour (6935–6, 6987, 7055–70, 7075); origin of use of "Priestman's bucket," a unique method of discharging grain (6986–7, 7053); landing of grain by machinery is piece-work (6988); inspection of machinery (6937–9).
From January to June 38 accidents among 1,500 employed (6943–4, 7118–9).

Employers' Liability Act.

Contracting out of the Act by an insurance scheme discontinued by men after three months (6945–7, 7113–7, 7141–3).
Notice issued after discontinuance of insurance scheme (7120).
Little responsibility for employers at docks under the Act, but they make gratuitous provision to employed in case of accidents (7119–25, 7137–41, 7144–50).

Employers.

Have found it better to pay higher wages for superior class of men (6907–8).
Would not object to Government inspection of machinery, but present inspection of staff is sufficient (6937–9).
Have no black list (6948–9).
Unions.—It is much better to deal with the executive of labour unions than with the men, although powers of executive are not strong enough (6961–2, 7014); danger of unions attempting too much (6963–4); agreement between unions and employers that men shall work overtime if necessary; men who broke this rule condemned by union (6989–90, 7071); employers do not object to men being in union (7073, 7161–3).
Millwall Dock Company.—Capital about 1,700,000*l.* divided into debentures (paying 4½ to 5 per cent.), preference capital (5 per cent.), ordinary stock (2¾ dividend last year) (6971–5); does not undertake own loading (6976–8); has given up discharging (6980–5).
Tonnage entering the dock about 1,400,000 tons gross per annum (6991–6); one-third grain, one-tenth timber, remainder general cargo (6997–7000).
Excess of income over working expenses about 80,000*l.* (7001). Fluctuations in tonnage (7002–7); one-third of tonnage warehoused, remainder goes into consumption or importers' warehouses (7009–10, 7064); a little goes into transhipment or into rival docks (7010–4).
Warehouse accommodation at Millwall Dock (7015–6).
525*l.* paid per year for personal insurance and accident compensation (7081–2, 7087).
Has no sick or pension fund, but provides for permanent men past work (7155–9).
Use of warehouse accommodation at *Albert Dock* (7032–40); at *Tilbury Dock* (7041–7); at *Victoria Dock* (7047).

Employed.

Two classes of, viz., dockers and casual labourers (6896–9).
(*a.*) *Dockers*, better off than formerly (6899); have increased wages; overtime rate higher than ordinary rate (6901); and employment more regular (6902–3).
(i.) *piece-work men*, work much harder than formerly (6916); work four or five days a week and average 35*s.* all the year round (6918–9, 7086–91); six-sevenths of work done by piece (7126–8, 7132–6, 7151–4).
(ii.) *time workers* are in classes; *permanent men* always employed six days a week (6920–1); average wages 26*s.* to 28*s.* (6922); about 50 in number (7017–8, 7088); *preference men* and *casual labourers* (6920); preference men average 18*s.* to 20*s.* a week (6922); half the work is done by piece-work (7129–31).
(*b.*) *Casual labourers* worse off than formerly (6900); have been superseded by men of better physique attracted by the rise in wages (6904–6, 6909); have failed in everything else (6910–11, 7101–7); are time-workers (6920); no average wages can be struck (6923); rarely number over 100 (7092–5); method of selecting (7096–100).
Same men as employed in day do the overtime night-work (6925–7). Case in which men were defrauded by their ganger (6933–4).

Analysis of Evidence.

Stevedores, only load ships in London, elsewhere both load and discharge (6978–9).
Most of those in Millwall Docks are in the Union (7072–3).

Labour.

Two classes of dock labour, viz., *heavy work*, and *ordinary work*; former paid by piece, latter by time (6912–3).
Average length of piece-work day about eight hours (6915, 6954).
Diminution in overtime since the strike (6924).
Fluctuation of, caused by weather and trade seasons (6930–1, 7002–7); remedied by introduction of steam (6931).

Wages.

Increase in (6901, 6906, 7076–7).
Average earnings by the piece 1*s.* per hour; variations in (6914).
Average of piece-workers, 37*s.* (6918); of permanent men 26*s.* to 28*s.*; of preference men, 18*s.* to 20*s.* (6921–3).
Question of payment for meal-time (6950–2).
Extra cost of increase of wages through strike falls upon the public (6959–60).
One guinea per week guaranteed to agricultural labourers introduced to fill place of corn men (7159–60).

Strikes.

Strike at Millwall Docks, 1889, originated through "sympathy" (6953, 6955).
No violence, except at beginning (6955); resulted in increase of pay and remedying of overtime, &c. (6953–4, 7076–80).
Extended to lightermen and stevedores, thus easing matters for employers, 6957; no complaint since (6953, 6956).
Bad effect on London trade (especially transhipment) has now nearly passed away (6958–60, 7108–12).
Disturbance 18 years ago with corn men (7159–60).

Remedies proposed, advocated, or objected to.

All cases under the *Employers' Liability Act* under 500*l.* to be dealt with in county courts without right of appeal (6940–1, 7083–7).
Suggestion that men should have right of applying to a Government officer to take up their case would turn out bad for the men (6942).
Boards of conciliation with retired judge as umpire, (6965–8).
Government board of conciliation not desirable (6969).
Scheme of municipalisation and centralisation of docks has no great benefits (6970, 7019–31, 7048–52).

Mr. WILLIAM LANGRIDGE,

Head of Shipping Department of Messrs. Gray, Dawes, & Co.—London representatives of lines of steamers, and members of the Shipping Federation (7164–5, 7167, 7254, 7283–5).

Employment.

Irregular, but by following up work at different lines continuous employment may be obtained (7200, 7202, 7321–7).
No *night-shift* (7196–8).
No *Sunday work* (7199).
Accidents:—Provision against (7203, 7266–9); no danger in method of coaling a steamer (7218–21).

Employers.

Do not object to unionists (7207–8, 7265, 7331).
Have no *black list*; card withdrawn from men for breach of regulations (7210).
Prosecute for assaults upon employed and retain police on board for their protection (7227–9, 7313–6).
Compelled to sign crew on board ship (7168, 7228–9, 7255, 7311–6, 7333).
German steamers (Hansa Line) come to Tilbury (7300–2).

Employed.

Vary from 20 to 600 in number (7166); consist of 11 gangs of 16 men each (7200, 7226, 7321).
Those working long periods (7233, 7308–10).

ANALYSIS OF EVIDENCE.

Assaulted by men of the Seamen and Firemen's Union (7168, 7227–9, 7255–7).
Do not consider *overtime* a grievance (7180, 7327).
Can obtain employment from various lines (7200, 7202).
Very few *foreigners* (7204).
Not charged for gear (7205–6).
Receive a card for good conduct (7209–10).
Have started a benefit club to which firm subscribes (7226, 7294–6).
Conditions as to pay and treatment superior to those of unionists (7252–3).
Men taken on for night-work at 6 o'clock would not be fit for much (7198, 7320).
Since the strike employed are "taken on" at the office instead of at the Custom House (7328).
About half employed are old hands (7208, 7263–5, 7329–31).

LABOUR.

Free labour system, adopted April 1891, has been in operation since (7168, 7172, 7263–5); agreement with preference men (7170); no labour difficulties (7171); no want of labour (7169, 7173); quality of work improving (7174).
Overtime an absolute necessity (7181–3, 7234); occurs on the eve of a ship's departure (7317–20).
Hours of labour, stevedores, nine hours; discharging nine in summer, eight in winter (7190–3); average days worked by coal workers in 1890 was 111 (7178).
Federation supplied men from December 1889 to April 1890 (7168, 7172, 7218–22).

WAGES.

Free labour stevedores, 8*d.* per hour, daytime (7175); gang average (7200–1).
Coal-workers, 7*s.* 6*d.* for every 50 tons put on board (7177); average wage in 1890, 9*s.* 9½*d.* per day (7178).
Dockers at piece-work average 7½*d.* and 8*d.* per hour (7179); whole wages paid daily at a box on the premises (7184–7).
Subsistence money for coal-workers (7188).
No *fines* (7189).
Overtime to stevedores, 1*s.* per hour; meal-time paid to stevedores only (7175, 7194, 7258–62); discharging, piece-work rate plus 3*d.* per ton (7194).
Tariff rate of the port paid (7251).

STRIKES AND DISPUTES.

July 1*st*, 1890, Stevedores' Union refused to allow members to be taken on except by union foremen (7168).
Claim of Seamen and Firemen's Union that only their members should be employed resulted in a strike (*December* 1889) and consequent introduction of free labour (7168, 7332–3).
September 1889, difficulties on re-starting work after the strike of stevedores, caused by men whose names were omitted from the list (7223).
March 1890, man dismissed for insolence caused a disagreement; also at the same time a ballot resulted in a majority of five to one for the retention of a gang-list, but it was abolished in May (7223–4).
Also in *May* men refused to discharge cargo loaded by a non-unionist (7224).
In *June*, men took another holiday because they were compelled to have one at the opening of the Seamen's Hospital (7224–5).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

To settle disputes of hours or wages, meeting of the representative of the actual workmen with the employers (7211, 7270–93).
No alternative in case of a "sympathetic" strike, but to resist at all costs (7211–2).
Objections to proposal to abolish overtime by charging the merchant extra for sending his cargo beyond a certain time (7235–50, 7297–307).
Employed would object to a proposal of second shift for night work (7320, 7325–7).

MR. GEORGE BARHAM.

Represents foremen and clerks and their assistants at the docks (7334, 7352).

ASSOCIATION OF FOREMEN AND CLERKS OF THE DOCKS OF LONDON.

Number of members has much diminished since the strike (7337).
Origin of (7355).
Attitude of employers towards (7355–6, 7400).

EMPLOYED.

Number of foremen, clerks, and assistants; and where employed (7338, 7586–9).
Joint Committee and Millwall Dock Company have a scheme employing many permanent labourers, and four or five classes of preference, but very few casual labourers (7339–40).
Duties of foremen, clerks, and assistants (7335–6, 7338, 7343, 7353).
Grievances—(1) conditions of working are unsatisfactory, and there is difficulty in either cooking or obtaining suitable food (7351, 7354, 7382–5); (2) a foremanship is the highest post to which those witness represents can attain (7356–7); (3) boy-labourers often perform duties of foremen at lower rates of wages (7353, 7362–5, 7386).

LABOUR.

Overtime at town warehouses little, at docks much; also at latter Sunday work, with no extra remuneration (7342, 7391–8).
Hours.—Summer, 8 till 4; winter, 9 till 4; of 2 per cent. of the men, 8; of 60 per cent., 10; of 20 per cent., 12 hours, per day, excluding overtime (7350–1, 7390).

WAGES.

Averages of foremen (7341, 7350).
No *sub-contracting* (7344).
Unjust *fines* for unpunctuality, &c. (7345–8, 7399).
Deduction for *superannuation* (7349).
No overtime pay (7342, 7396–7).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

Boards of conciliation with legal powers of enforcing decisions to avoid strikes (7358–61, 7423).
Legal and universal limitation of hours of labour (7366–9, 7413–22, 7424–6).
Docks and wharves to be placed under municipal control; warehouses to be let to private persons to work their own goods; general public to bear the loss incurred by the change (7366, 7370–81, 7401–2, 7405–8, 7427–9).
Act of Parliament giving power to a local authority to raise capital for the municipal purchase of the docks (7409–12).
Scheme for centralisation of the docks impracticable (7403–4).

MR. ROBERT HENRY ARMIT.

Hydrographer, land surveyor, and inventor (7433–5); gives his experience with regard to labour generally since 1876, and free labour especially (7430, 7436); represents the National Labour Union (7431).

NATIONAL LABOUR UNION.

Not as yet constituted, not registered (7432).

TRADE UNIONS.

Have taken men away from their work and done much harm (7437). Meeting of trade union delegates for political reasons in 1878 did not adequately represent the British workman (7438–42).
Give men benefit of legal advice, and also see that men do not sign adverse contracts (7449–50).
Delegates have got up strikes unnecessarily; cases cited (7443, 7451–6).
Should not have political objects, except through a trade union congress (7457–60, 7462–3).
Proper questions with which a trade union should be concerned (7461).

EMPLOYMENT.

Foreign *competition* causes want of employment, and therefore flow of casual labour to the docks (7449).
Origin of *strikes* (7443).

EMPLOYED.

Shipping Federation, of which witness was labour-master, broke agreement with the men and dismissed them (7444–6, 7464–8).
Are compelled to submit to a master's tyranny, owing to want of means (7447–9).

MR. RICHARD ROBERT FAIRBAIRN

Represents the Amalgamated Society of Watermen and Lightermen of the Thames (7469, 7527, 8003); gave evidence before the House of Commons on the Thames Traffic Committee (7495).

AMALGAMATED SOCIETY OF WATERMEN AND LIGHTERMEN.

Number of members (7470–3, 8005–7).
Has always endeavoured to settle disputes by arbitration (7494, 7523).

sued a circular with regard to craft working in violation of the byelaws below Charlton without bright white lights; 75 per cent. at present work without these lights (7495, 7904–8).
Has never struck for a reduction of hours (8085); reduction suggested to the employers at meeting after the strike (8090–2).
Spent 1,000*l.* in 1890 in prosecutions for infringment of the law (8039–41, 8226–9).
Is attempting to compile a record of accidents (7899–900).
Established with the object of bringing about a stricter qualification for work on the river (7482–7).

Watermen's Company.

Value of floating property which is not rated (8062–4).
Sources of income and expenditure (8033–5, 8038, 8041–2).
Does not properly enforce the indentures of apprenticeship, which is necessary; results thereof (7474–80, 7507–8, 7919–31, 8151–60).
Balance sheet is issued under the supervision of the Board of Trade (8042).

Thames Conservancy Board.

System of election to (8066–7).
Criticism on their mode of dredging (7892, 8056–61).

Employment.

Dangerous nature of; instances cited (7495, 7501–2, 7511–20, 7885–8, 7890, 7901, 8086, 8266, 8243–5, 8248) difficulty in obtaining compensation; employers recognise the principle (8262–5).
Witness has always been under the impression that the watermen and lightermen do not come under the *Employers' Liability Act* (8263).
Boats owned by the *Victoria Steamboat Association* are not properly manned under the certificate; witness' association at present in correspondence with the Board of Trade thereon (8180–93).
Is irregular (7504–8, 7919–31, 7968); 30 or 40 per cent. of licensed lightermen idle (7485, 8029–32).
System of black-listing by the employers (8194–203).
Boats are not properly supervised by the authorities; consequent accidents (7520).
Absence of Government *inspection* (8267).
Night work very extensive before the strike (7489–91, 7493); altered to an extent by Lord Brassey's award (7494, 7966, 8142, 8204–16); 99 per cent. more risk than during the day; instances cited (7491–2, 7495, 7904–8, 8086).
Complaint against the neglect of inspection by the sanitary authorities (7881).
Definitions of "barge" and "lighter"; barges form 99 per cent. (8008–10); tonnage thereof (8011–4).

Employers.

Make false declarations as to tonnage; register for a barge issued on the mere declaration of the owner (7501–2, 7890–1, 7987–8002, 8043).
Some are always willing to receive representations of the workers (7876).
The pressure of the labour market is enabling men to break up Lord Brassey's award (7521–4).
Have never entertained a reduction of hours (8090).

Employed.

Number and classes of (7508, 7897–8, 8015–23, 8049–54).
Distinction between a waterman and a lighterman (8004, 8007).
Are sometimes absent from their homes from Monday to Saturday (7491, 7881, 8074); conditions under which sleep is obtained, and complaint to employers thereon (8075–80, 8217–21).

Labour.

Hours, which are too long (7494, 7521, 7881, 7883, 8087–9, 8098); no regular meal times (8988–9); hours are, in some cases, increased by tugs (8142–6).
Diversion of the trade from the port of London to Antwerp is due to the excessive local rates for the transhipment from dock to dock, &c. (7893),
Sailing barges; stipulation in the policy of insurance as to taking licensed watermen when they come within a certain limit of the river (8024–8).
Effect of labour-saving appliances, introduced chiefly to meet the competition of the Docks (7939–54); objection to tugs being used to the disadvantage of the men (7955–62).
Tugs are not allowed to tow more than six barges above Charlton (8147–50).

Wages.

Are too low; not much better than the dockers' (7494, 7496–7, 8138–41).
Have had a downward tendency since the dock strike (7487–9; 7932–9).
Particulars of Lord Brassey's award concerning (7494, 8093, 8204–16).

Strikes and Disputes.

No important strikes (808–2)
Dispute with Messrs. Knight, Bevan, and Sturge on a question of demurrage (7505–6, 7875, 8104).
Amicable settlement of a dispute on wages by reference to the London Chamber of Commerce Conciliation Board (7877).

Remedies proposed and advocated.

Abolition of night work, except when absolutely necessary; 12 hours a day sufficient (7492–3, 7507, 7963–7, 7521, 8094–8).
Sanitary inspection of barges (7881–2).
More efficient registration and manning of barges (7501–2, 7509–12, 7884–6, 7890–1, 7904, 8046, 8228–9).
Byelaws as regards steam tugs should be more efficiently enforced; instances of danger and accidents from the fast speed of the tugs (7513–20, 7531–3, 7869, 7885–8, 8230–41).
Municipalisation of the docks and wharves (8048, 8055, 8123, 8126–7).
For local purposes every barge to be assessed (8065).
Registration of loss of life on the river (7495, 8266).
Better enforcement by the Watermen's Company of the *Act with regard to carrying out of indentures of apprenticeship* (7477–87, 7507, 8161–2, 8176); opinion of the men on other rivers, and results of applications to local authorities (8163–9); report of the Thames Traffic Committee thereon (8170–3); Bill introduced in 1890 after the great strike with the object of freeing the river (8173–5); which would render the river extremely unsafe (8242–8).
Re-constitution of the Watermen's Company and the Thames Conservancy Board on a practical representative basis, their present work being unsatisfactory (7480–2, 7502–3, 7517, 7889, 7892, 7902, 8033–42, 8045, 8068–70); or their amalgamation with the London County Council with a committee of practical men (8047, 8071–3, 8222–5); agreement with the recommendations of Mr. Childers' Committee (8176–9).
In fixing wages risk of employment to be considered (7494, 7498–501).
Compulsory reference before strikes and lock-outs to a joint committee of arbitration and conciliation, with a referee, if necessary (7870–80, 8083, 8249–50); the London Chamber of Commerce a desirable referee (7877–80, 8084).
Government to assist in the development of co-operation (7892–5); its application to the docks not considered 8124–5; capital, sources of income, and distribution of profits of the *Lighterage Co-operative Association of Employers and Employed* (registered under the *Companies Acts*, 1862, 1866); principles upon which worked, and conditions of labour thereunder (7892, 7909–18, 7975–86, 8109–22, 8128–37).
As officer of the union witness has no official instructions on an eight hour day, but personally accepts the principle (8099–100, 8256–61); not prepared to admit of its being compulsory (8100).
Advisors or assessors should be appointed when persons are charged before magistrates as trades unionists, or, if up on trial, the jury should be composed of working men, to insure against partiality; instance cited of two men now under imprisonment (7895–6, 8102–8).
Representation of parents and friends at coroners' inquests desirable (8268–75).
Men who have worked in the week ought not to be compelled to work on Sundays (7883).
Irregularity of employment to be remedied by employment of permanent men on the principle of co-operation (7968–74).

Mr. J. W. Cripps.

Engine-driver at Fisher's Wharf, Rotherhithe, gives evidence in favour of free labour (7534–6, 7556–7, 7567–70); previously engaged in metallic cask works (7551–2); refused to strike and therefore got no advance in wages (7578–81, 7590).

Trade Unions.

Objection to interference by (7539, 7544, 7546, 7550, 7565).
Witness never objected to work with unionists (7545).
Intimidation by members of (7547).
Members are decreasing (7565, 7573–4).

ANALYSIS OF EVIDENCE.

EMPLOYED.
40 men and 30 boys in the rope-making business (7555).
Many casual hands at Fisher's Wharf, 20 wharf labourers (7566, 7571-2); got advance in wages as result of strike, but now earn less money on account of less work (7584–90); safety of employed attended to (7543).

LABOUR.
Ten hours per day satisfactory (7538-9); all bank holidays received (7542, 7559); little overtime (7540, 7558).

WAGES.
33*s.* per week (7537); 7*d.* per hour paid for overtime (7540–1, 7559–61).
Paid on bank holidays and for sickness (7542, 7559, 7562–4).

STRIKES.
Prevention by witness of a strike as regards wages (7548, 7553–5).
At the time of the great strike the employed from Fisher's Wharf struck, returning on an advance of wages (7578–90).

REMEDY SUGGESTED.
Working-men to have more self-respect (7549).

MR. WILLIAM PATERSON LIND.
Originally a seaman, from 1864 to 1877 (7591, 7680–5); superintendent of Shipping Federation (7591–2); was seriously assaulted (7596, 7605–25, 7669–71, 7696–7); connected since 1872 with a Seaman's "Protection" Society supporting the Federation (7604–7, 7639–46); also secretary to the United Riggers' Association, representing 230 members, *i.e.*, the whole of the riggers of London (7627–8, 7651–4); but witness here represents neither (7659–61); has always worked in the interests of the employed but not against the employers (7647–50, 7662–8); favourable to moderate trade-unionism (7651, 7714–5); also to negotiation (7716–9); and to justifiable strikes (7720–2).

SHIPPING FEDERATION.
Registry Office System, originated at end of 1890: details concerning working (7593–5); number of registered men outside London (7686).
Issuing of *Federation Ticket* to about 12,000 men in Thames district (7593, 7672–4, 7761–4); no question asked concerning union-membership (7598, 7674, 7741).
Members of, and why they have taken the Federation ticket (7597, 7689-95).
Method of obtaining work for registration ticket holders (7599).
Advantages of System:—(1) Checks acts of desertion and failures to join after signing (7595); (2) tends to sift the good and capable men from the indifferent (7595); (3) will exterminate crimping (7600); (4) will eradicate system of fraudulent discharges (7626); (5) tends to decrease employment of foreigners (7700–3).
System subjected to press attacks by papers subsidised by the Sailors' Union (7596, 7633–8); offices to picketing, and other hostilities; officers and men assaulted, &c. (7596).
Proposed Accident Insurance Scheme in connection with (7597).
Refutation of charge that the objects of the Federation are "union smashing," and "reduction of seamen's wages" (7603, 7631–2).
Endeavours to benefit the workmen, but not financially (7603, 7645–6).
No difficulty in getting men on board ships (7675).
Large proportion of foreign seamen getting better wages and treatment than abroad; preferred by some shipowners (7698–7713, 7750–1).
Does not interfere with wages questions (7738–41).

SEAMEN AND FIREMEN'S UNION.
Originated the strike in the winter of 1890–1 (7601, 7629).
Practised violent intimidation (7602).
Subsidises the paper "Seafaring" to libel the Shipping Federation (7633–8).
The only society a sea-going man can join (7723–4).
Accuracy of claims to a third of the men is doubtful (7725).
Improvement in men's wages and condition obtained to some extent by the Union (7731–7, 7766–8).

WAGES.
Increase for outdoor rigging for four winter months, through giving employers notice of a resolution passed by members of United Riggers' Association (7655–8).
Rates for seamen and for firemen (7676–9, 7765).
Of seamen and firemen of late years have been raised, also accommodation and food improved (7726–30).
Increase through combination (7715, 7742–9, 7752–3).
Federation men not bound by union rates (7754–60).
No attempt to reduce wages in the Thames District (7769–71).

STRIKES.
Strike or boycott of the winter 1890–1 due to Fireman's Union, and unjustifiable; origin of (7601, 7629).
Boycotted vessels had no difficulty in obtaining crews, but were subjected to picketing with violence and intimidation (7602).
Societies which struck out of sympathy now regret it (7601, 7629–30).

MR. GEORGE LLOYD.
Tea cooper at Hay's Wharf for 20 years until strike in January 1890 (7772–4, 7801, 7827–8).
Kept out of work over 12 months through the strike (7798–9, 7909).

DOCKERS' UNION.
Witness was a member for a few months under pressure, reasons for leaving it (7775–80, 7805–16).
Stationed men at wharf gates to examine tickets and prevent non-unionists obtaining work (7779–85).

WAGES.
Piece-work rate for coopering less than before the strike (7802–4, 7823–6).

STRIKE AT HAY'S WHARF.
Men ordered out by president and secretary of the Dockers' Union against their will as they had no grievance (7784–5, 7820–2); refused at first, but afterwards struck (7786–7); kept out by promises of continuous strike-pay which were not fulfilled (7788–93, 7800, 7816, 7819); men then applied to wharf superintendent, but their places were filled up (7790, 7793, 7817–8); on second application arranged that men were to return the next morning, but they were prevented from doing so by the secretary (7793–7).

MR. VERNON WESTON.
Representative and shipping officer of Sailors' Home (7829–30).

SAILORS' HOME.
Founded, 1835, for protection of seamen from robbery, &c. (7831–2).
Accommodates 500 seamen (7833–4).
Seamen of the Home find difficulty in obtaining ships (7852–61).
Nearly all seamen take the Federation ticket (7860).

LICENCES BY THE BOARD OF TRADE.
Granted to the Sailor's Home for four years to supply seamen to merchant ships (7835, 7863); should be granted in certain cases; difficulty of drawing a line (7846–51).
Crimping has increased since withdrawal of (7862).
Representations against crimping formed chief reason for granting (7837).
Explanation of system of "crimping" which still exists, and definition of a crimp (7838–44); evils of system (7864, 7867–8).
Suggestion that extra officers from Board of Trade should watch crimping (7865–7).

MR. WILLIAM CAMERON AND MR. T. ATKINSON.
(*The evidence of which the following is an analysis was given by Mr. Cameron except where otherwise stated.*)
MR. CAMERON is an A.B. with discharges (8320–1, 8349); employed by Shaw Savill for seven years, (8276–9, 8329–30); does anything on board a ship (8318–9, 8437–8); reasons for appearing as a witness and interests represented (8331–40, 8394–410).
MR. ATKINSON could not join the Dockers' Union having no one to propose him (8312–7); employed by Shaw Savill (8316).

EMPLOYMENT.
More regular since breaking with Union (8304).
Details concerning (8365–9).

ANALYSIS OF EVIDENCE.

-Less than formerly (8294, 8302–3, 8322–5, 8344–6, 8351, 8356–8, 8370–2, 8381–2).

EMPLOYED.

Formerly numbered 80 or 90, now half (8280, 8322, 8325–6).

Shore-gang intimidated (8281–5, 8327–8, 8354–5); and compelled to join the Seamen and Firemen's Union (8286–9, 8359–64, 8373–4).

Called out five times between April and October of 1890, to assist the firemen (8290–6).

On being called out again withdrew from the society, and were taken on by the company as permanent weekly men (8297–301, 8375–9, 8392–3).

Work has been taken from, by Union of Chippers and Scalers and Union of Painters (8294, 8322–5, 8342, 8370–2, 8386–91).

LABOUR.

Hours, eight per day, 48 per week (8307).

Some *overtime* (8308–11, 8352–3, 8356–8, 8383).

Sunday work very rare (8384–5).

WAGES.

Less since strike (8302–3, 8344–6, 8351, 8356–8, 8380).

Paid during incapacity from accidents (8305–6).

Overtime rate 1*s*. per hour, after 5 o'clock (8309–11, 8350–1).

Regular pay 5*s*. per day (8310, 8318, 8343, 8350–1).

STRIKES.

Caused work to get into the hands of other societies (8294, 8322).

MESSRS. WILLIAM RIGBY, EDWARD BECKFORD, AND JOHN JAY.

MR. RIGBY agrees with evidence of Mr. Cameron and Mr. Atkinson (8411–2); represents himself only (8413–4); states that Shaw Savill's men are satisfied (8416*a*, 8422); and have withdrawn from the Union (8417–9, 8423); called out on various pretences (8421).

MR. JAY represents himself only (8415, 8436–40); corroborates previous evidence (8416, 8441); has withdrawn from Union (8420–1, 8423–5); had regular work both before joining and after leaving the Union (8426–34); never certain of a week's work as member of Union through petty disputes; has worked for Shaw Savill about six years (8435).

MR. J. BOWALL.

Tea cooper at Hay's Wharf for 24 years (8422–4); offered to give evidence (8498–500); represents himself only (8496–7); quondam member of Dockers' Union under pressure (8445–9, 8488–9); made more money when not a member (8490–3); reasons for leaving the Union (8494); unable to work during strike at Hay's Wharf (8450–1); had interview with the president of the Dockers' Union (8452–6, 8469, 8495), and with the wharf superintendent, arranging that men should return, but they accepted 14*s*. per week strike pay, and did not return (8457–63); threatened for returning to work (8464–9); appears to give evidence against president of Dockers' Union, from whom he considers he has received threats in a published speech (8470–87).

MR. JOHN SENNETT.

Stevedore at Hermitage Wharf, Wapping; worked as a blackleg; has no federation ticket (8501, 8520–2, 8554–8); for 16 months was a delegate of the General Council of the South Side Labour Protection League (8502, 8575*a*); compelled to join (8576–85, 8588–92); reasons for leaving and consequent boycotting (8543–4, 8586–7, 8559); attends to give independent evidence on his own account (8504–5); was like many others at one time in favour of the great dock strike, (8560–2); thinks there is too much unionism (8598).

SOUTH SIDE LABOUR PROTECTION LEAGUE OR UNION.

Is a trade union (8503).

General Council ought to have prevented the strike at Spratt's by negotiating instead of giving men strike pay (8508, 8511–3).

Bill issued by (8576).

EMPLOYED.

Worse off than before strike owing to congestion of labour market with men from other parts of the country (8506–7, 8515–9, 8545–51); witness and fellow-workers are old unionists who have left (8532–7); satisfied with present employment (8530–1).

Particulars of assaults by members of Dockers' Union (8593–4).

Dockers' Union paid a man 10*s*. to throw vitriol over witness and his gang (8594–5, 8599–604), and boycotted a certain lighterman (8594–6).

Rights of any man to work where he likes (8588–92, 8605–13).

Hours of *labour*, which depend on tides (8525–9, 8552, 8569–71).

WAGES.

Average 50*s*. per week including overtime (8523–4, 8552); rates of; meal-times paid during the night (8528, 8553, 8572–5); higher than since the dock strike for stevedores (8538–42).

STRIKES.

Great dock strike and other strikes have resulted in doubling the labour market (8506–7, 8518, 8566); also in slightly advancing the rate of wages but doubling the amount of work to be done for it (8563–5, 8567–8).

Strike at Spratt's Biscuit Works Bermondsey, owing to objection of unionists to work with non-unionists (8508, 8510–11, 8513).

Strikes—cases cited—caused by leaders signing away men's meal-time (8587).

Money sent from Australia for starving dockers squandered by Dockers' Union in fighting the proprietors of Hay's Wharf (8587).

REMEDY PROPOSED.

Unions to be stopped from boycotting and monopolising work (8597–8, 8607).

MR. CLEMENT EDWARDS.

General secretary to the Federation of Trade and Labour Unions connected with shipping (8614); was previously assistant secretary to the Dockers' Union, acting at the same time as a check-clerk, and before that a general labourer; details of early life (8758–60, 8848–51).

Considers that a unionist has a right to refuse to work with a non-unionist (8625–6, 8721–6); has no specific cause of complaint against the Shipping Federation, although things are at present not satisfactory (8731–8); during the great dock strike was engaged daily and nightly for many weeks in prevailing upon men of other places not to strike (8917–9).

FEDERATION OF TRADE AND LABOUR UNIONS.

Length of existence of (8615, 8742).

Caused by formation of the Shipping Federation, which was aggressive (8768–805, 8743–4).

Object of:—To render mutual assistance to the Unions it embraces (8616–7, 8619–21).

Consists of about 25 Unions (8618, 8650–3).

Desires to work amicably with the Shipping Federation (8753).

Rules of:—Difference in the two editions is as to the contributions (8620, 8767, 8654–9); powers as regards strikes and precautions taken against precipitate action (8660–6, 8675–705, 8861–3, 8920–32).

EMPLOYED.

Statement that men at docks absent themselves after earning enough money for drink, applies to only a fraction of the whole (8761–3).

Have right to accept what wages they like (8810–2).

Union men at Carron and Hermitage Wharf, with one exception, have not assaulted free labourers; moral persuasion only used (8813–20).

STRIKES AND DISPUTES.

Shipping dispute which commenced November 1890, *and lasted till March* 1891 (8882).

Causes of:—(1.) Objection to employment of non-unionists (8622–7, 8866); manifesto to that effect issued by the United Labour Council (8622). (2.) Objection to the engagement of men on board ship, since a Union delegate could not watch the interests of the men (8628–30, 8739, 8852–66).

Details of:—Interview of unionists with Shipping Federation and agreement to mutual compromises, which were not carried out by subsequent negotiations and correspondence (8631–2, 8911); manifesto issued by the Federation and withdrawn (8908–10, 8931–2); members of four unions called out by the men's Federation (8861–3, 8877–81).

ANALYSIS OF EVIDENCE.

Results of:—(1.) Shipping Federation withdrew the preference clause of the signed agreement and altered a clause in the rules on the Federation ticket (8632–3, 8727–30, 8883). (2.) Introduced free labour (8883). (3.) Many members of Union lost employment (8884).

Allegations that Shipping Federation (1) got up bogus meetings to represent the Trade Unions (8634–8, 8844–7); (2) armed free labourers in several cases with revolvers (8639–45, 8667–74, 8706–12); (3) obtained sailors with forged discharges (8646–7, 8714–6); (4) brought into the docks agricultural and other labourers (8648); (5) engaged foreign seamen to come over in the event of a dispute (8649, 8749–52, 8806–10); (6) employed members of bogus unions (8622–4, 8717–20); (7) supplied free labour at a cheaper rate of wages than the Union men were getting (8745–8, 8916); (8) ought not to be registered as a joint stock company as it is a trade union (8912–4); (9) persistently employed the "Eye-ball Buster Gang" (8915).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

Commission to recommend the Board of Trade to be more stringent in insisting upon sailors being "signed on" at shipping offices (8739–41).

Arbitration board representing employers and employed equally, with absolute power to enforce decisions upon rates of wages and terms of employment (8754–7, 8821–36, 8885–98).

Methods of arriving at a fair rate of wages (8828–36).

If men refused to accept decisions of arbitration board, Trade Unions should supply other labour (8826, 8885).

If Trade Union refused, proceedings for breach of contract to be taken (8886–9).

Recognition of right of Union to say that only Union men should work would improve conditions of labour at the docks, by reducing the number of casuals, for whom the *work*house would provide work (8764–6, 8837–43, 8867–77, 8899–907).

MR. FRANCIS THURSTON.

Represents Amalgamated Society of Engine-drivers and Firemen (8933–4); has experienced breakdowns which require practical men to repair (9008–17).

AMALGAMATED SOCIETY OF ENGINE-DRIVERS AND FIREMEN.

Members number 700, and consist of shore and river men with 120 tug-boat men (8958–9, 8987–9).

VICTORIA STEAMBOAT ASSOCIATION.

Carries 200,000 passengers daily (8943); finances of (8971–2).

EMPLOYED.

Engine-drivers undergo no test for competency (8944); and *firemen*, who require practical knowledge (8947–8), are incapable of taking the places of drivers in any emergency (8944–6, 9106).

Sent a petition to the directors of the Victoria Steamboat Association asking merely for one day off in fifteen, but for no advance in wages; have received no reply (8956–7, 8969–70, 8985–6).

Discharged in the autumn (8965–6).

There is difficulty in getting men owing to long hours (8967–8).

At present number 14 (8965, 8981, 9006).

Number 80 in summer (8982).

Tug-boat men have taken no steps to get their hours reduced (8997–8, 9002).

LABOUR.

Hours on boats of Victoria Steamboat Association are 96 for drivers, and 105 for firemen, during summer months (including Sundays), a few selected men getting a paid holiday of three or four days at the end of the season (8935–41, 8960–4, 8983–4, 8986, 9003).

On large tugs 60 per cent. of the men have 12-hour shifts, 40 per cent. work 18 to 20 hours per day, six days per week (8951, 8990–4).

Hours could be reduced (8969).

Men on shore work 10 to 12 hours per day (8999–9000).

Hours too long for safety (9019–21).

WAGES.

During summer season on Victoria Association steamboats, drivers 50*s*., firemen 33*s*. per week (6*d*. and 4*d*. per hour) (8942).

Enginemen on large tugs 42*s*. to 45*s*. per week, firemen about 35*s*. (8952, 8995–6).

Paid on foggy days (9004–5, 9007).

STRIKES.

None among engine-drivers and firemen (8955–6).

REMEDY PROPOSED.

Men in charge of all machinery afloat and ashore (including railway-engine drivers) should pass an examination (8949–50, 8953–4, 8973–80, 9001, 9017–8).

MR. ARTHUR R. ABBOTT.

Represents the International Federation of Stewards, Seamen, and Firemen (9022, 9062); has represented the National Amalgamated Sailors' and Firemen's Union (of which he has opened several branches) (9083–9) and the North of England Association (9025); was at sea in 1888 (9061).

INTERNATIONAL FEDERATION OF STEWARDS, SEAMEN, AND FIREMEN.

Comparatively a new association (9024–5, 9068).

Branches are all over England (9065–6).

Class of industry embraced by (9063).

Number of members of, 850, about (9023, 9064).

Takes foreigners who show four years' service in British ships (9067).

Contributions are 3*d*. per week; entrance fee, 2*s*. 6*d*. (9069).

Members did not refuse Federation ticket (9072–3).

Recommends boards of conciliation (9102–4).

EMPLOYMENT.

Dangerous on account of under-manning, which has grown by the introduction of machinery (9042–3).

EMPLOYED.

Usually make engagements for the voyage (9030, 9033–4).

Objection to practice of employing foreign seamen (9048–9).

Seamen have very poor food (9050–3, 9090–2).

Objection to refusal of unionists to work with non-unionists (9056).

Representatives not looked favourably upon by employers (9057–8).

National Firemen's Union abroad has admitted foreigners as members free, but in English ports has charged British seamen 30*s*. (9049, 9078–89).

LABOUR.

Hours unfixed on board ship (9035–7); average, 72 to 80 (9039).

No holidays (9040–1).

WAGES.

Average 4*l*. 5*s*. monthly (9031). Deductions only for dierating (9032).

STRIKES.

In 1888 a strike on the Tyne got a 10*s*. advance in wages, and occasioned a strike at Liverpool, which failed, followed by a national strike, causing starvation to employed and loss to employers (9059).

Strike of men of the General Steam Navigation Company, getting a rise of 2*s*. on 25*s*. per week (9059, 9093–7).

Before strike of Seamen's Union men against the Shipping Federation, witness proposed to let all men take the ticket, but remain true to their Union (9059, 9070–3).

Caused by men trusting unworthy leaders and unscrupulous journals (9060, 9098–101).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

National wage at every port for seamen to be obtained by united action on the part of the Shipping Federation and trade unions (9026–30, 9038, 9105–7).

Considerable part of a man's wages to be paid to his wife, &c. weekly, or at shorter notice than under the present system (9037–8, 9074).

Three men to be on deck and one officer on the bridge during the night (9044–5).

No ship to be built requiring less than six men before the mast (9044–5, 9075–7).

Employers' Liability Act to extend to seamen (9046–7).

Revision of arrangements fixed by the Board of Trade for providing food (9054–5, 9108–10).

Board of arbitration or two district unions to avoid strikes (9060).

Clause on the articles signed by seamen to discharge men on the continent should be rescinded (9060).

ANALYSIS OF EVIDENCE.

24 hours' notice on the men's side as well as on the masters' (9060).
Certificate and his character to be given up to the time a man has served, afterwards one on his service time (9110).

MR. HARRY ORBELL AND MR. JOSEPH ROSS.

MR. ROSS.

Formerly employed at the Carron Wharf (9111–5); member of the Dockers' Union (9118–20); appointed by men engaged in the strike as their representative and treasurer (9121–5).
Contradicts evidence of Mr. Sennett (9134–6).

THE STRIKE AT CARRON WHARF.

Reason for (9116–7).
Funds in support of, used for the relief of members (9125–31).
Denial that (1) funds were used for violence and threats (9132); (2) instructions were given to commit violence (9133); (3) money was paid to men to throw vitriol (9148).
Dealings of strike committee with Shearer (9137–47).

MR. ORBELL.

Organiser for the Dockers' Union (9149–52).

THE STRIKE AT CARRON WHARF.

Managed by witness (9153, 9157).
Dealings of strike committee with Shearer (9153, 9158–64).
Denial that violence was incited (9155–6, 9164).
Assistance given by the Shipping Federation to Carron Wharf (9165–70).

Mr. JOSEPH HAVELOCK WILSON.

General Secretary of the Amalgamated Sailors and Firemen's Union of Great Britain and Ireland, which he founded (September 1887), (9171–2, 9235–9); experience of sea service (9173–4, 10,324); was five years in the Royal Naval Reserve (9569),
Formerly member of the North of England Union (9189, 9197, 9215, 9502, 10,198–9, 10,272).
Honorary manager for 12 months of the Shipmasters and Officers' Union, (9446, 9448, 9940–1, 10,343–4).
President of the Federation of Trades and Labour Unions, of which Mr. Clem. Edwards is secretary, (10,057–8).
Had no part in framing the Wade's Arms Manifesto, (10,097–8).
Has always deprecated strikes (9266, 9270).
Disclaims personal responsibility for certain articles in "Seafaring," which is subsidised by the Union; extracts quoted (9437–42, 10,131–3, 10,165–7, 10,245–69).

REFUTATIONS.

Attitude of the seaman and their unions towards the shipowners has always been conciliatory, not aggressive; instances cited (9175, 9188–93, 9197, 9227–30, 9241–9, 9719, 9722, 9927–32, 10,129–30, 10,159, 10,171–9, 10,211–2, 10,306–1).

Of charges by Mr Laws, that the officers of the union have—
(1.) Done anything subversive of discipline (9309–12, 10,349).
(2.) Used methods of coercion (9313).
(3.) Called out crews after signing articles because the officers were not members of the Officers' Union; cases of the "Jersey City" and the "Duchess" cited (9313, 9315, 10,028–9, 10,345, 10,367–70).
(4.) Assaulted seamen and robbed them of advance notes (9313–5); explanation of the case in Newport, cited by Mr. Laws, in which Union cashed an advance note (9316–20); dismissal of summons for robbery taken out by a boarding-house master under the *Seamen and Tradesmen's Union* (9316).
(5.) Connived at violence and brutality against free men during strikes; case of the "Bavaria" denied (9878–9, 10,361–6).

Of statements—
(1.) That shipowners pay medical and hospital expenses for seamen; instances cited (9345, 9583–7, 10,209).
(2.) That accommodation on board ship has improved of late years; case of the "City of New York" cited (9351–2, 9588–601).
(3.) That ample compensation is provided for seamen (9917–8, 10,208).
(4.) With regard to (*a*) hours of seamen (9869–73), and (*b*) Sunday work (9874).

NATIONAL AMALGAMATED SAILORS AND FIREMEN'S UNION OF GREAT BRITAIN AND IRELAND.

ANALYSIS OF EVIDENCE.

Circular issued (1887) to shipowner, setting forth its conciliatory objects (9241–6).
Detailed increases at various times in numbers of members—financial, enrolled, and foreigners (9240, 9384–5, 9428–34, 9443–4, 9686–9, 9694, 9834–6, 10,022–5, 10,194, 10,225–6, 10,243–4). Proportion of sailors and firemen (10103–4). Difficulty of estimating financial membership (9342, 9386–90). Entrance fees and details of pecuniary benefits (10,184–8, 10,200–1, 10,229, 10,236–42); has no savings bank, but allows non-local members to deposit with the secretary (10,232); prohibitive fees to foreigners (9694–5, 9832–3).
Financial position of (9391–4, 10,202); expenditure in strikes, ship wreck relief, sick pay, law charges, &c. (9395–423, 9586, 9880–3, 9900–1, 10,187–9, 10,236); has about 450 paid officers (10,203).
Course pursued with regard to members in arrears (9342, 9435–6, 9683, 10,225–35, 10,243–4).
Has branches in every port of the United Kingdom and also abroad (9236–8, 9637, 10,227).
Federated with Federation of Trades and Labour Unions since its formation, *i.e.*, since the origin of the Shipping Federation (9902–7).
Has a special legal department, which forms the chief cause of dislike by shipowners (9946–7).
Separation of legal protection work from other work would not be advantageous; instance of failure (1885) cited (9942–51).
Has established call offices, of which owners have not taken advantage (10,211–2, 10,306–8).
Is a registered Trade Union (9858–9).
Allows members to take the Federation ticket since abolition of the preference clause, &c. (9324–6, 10,180–3, 10,192–3).
Delegates have never blocked approaches to shipping offices (9453–8, 10,092–6).
Punishes members for offences against shipowners, desertions, insolence, drunkenness, &c. (9341, 9558–9, 9575–82, 9717, 10,129–30).
Disapproves of members refusing to ship after signing articles (9674–6, 9705, 9733–40).
Loss through cashing seamen's advance notes (9934–5).
Has diminished supply of foreign sailors (9694, 9832–3, 9987–90, 10,295–9).
Has secured 3,000,000*l.* advance in wages at a cost of 50,000*l.* (9880–3, 9983–6, 10,021).
Decrease of loss of life at sea traceable to the action of the Union, which has effected the application of legislation thereupon (9952, 9978–82, 10,153, 10214–5, 10,339–42).
Perfect harmony with a line (Messrs. Holt) supplied with Union men (9669); offer to supply men to the Western Ocean lines rejected (9670).
Has never supported shipowners in their objection to increased wages (9853).
Alleged shipowners' reasons for signing men on board, and objection thereto (9458–70, 9936, 10,101).
Claims the right to refuse its members permission to sail, unless with an exclusively unionist crew (9724–41); case of imprisonment of two seamen —"City of Chicago"—for refusing to ship with non-unionists (9671–8).
At the request of the Masters and Officers' Union, insists upon members sailing under unionist officers (9313, 9315, 10,028–9, 10,345–50).
Denial of charge of intimidation; view of legitimate picketing, which is practised by the Union (10,351–60).
North of England Union and Hull Union are federated with (10,022–7).
Sent a deputation (1888) to shipowners, with a proposed provision scale; a scale was agreed upon at the conference, but fell through when brought before the Chamber of Shipping (9247–9, 9263).
Disagreement (1889) with the North of England Sailors and Firemen's Union, on account of difference in subscription, amicably settled (10,026–7).
Issues its instructions after consultation with the local branches (10,326–36).
Object of: (1.) To provide a better class of competent seamen, all of whom should be unionists (9914, 9244, 9336–40, 9705–17); rule with regard to length of service before admission as members (9336). (2.) To obtain legal protection and compensation for its members (9209, 9705, 9942–9, 9980–2, 10,153, 10,187. (3.) To assist sacrificed members; instances cited (9705, 9866–8, 9936–7). (4.) To obtain a fixed rate of wages (9245–6, 9703–5, 9860, 10,373). (5.) To

provide relief funds (9705). (6.) To obtain proper food and accommodation (9703-5). (7.) To establish homes for seamen; to abolish crimping (9705, 9861-2 10,201). (8.) To obtain reasonable hours of duty (9705).

NORTH OF ENGLAND SAILORS AND SEAGOING FIREMEN'S FRIENDLY ASSOCIATION.

Formed 1879 (9189).

Circular issued in 1880 to shipowners in ports on the north-east coast, asking for increase of 2*s.* 6*d.* per week in wages, and inviting a conference, was ignored by shipowners (9189-93); consequent strike resulted in increase of 1*s* 6*d.* per week (9913); wages much lower in other ports, hence seamen engaged in the north discharged on the ships arriving at such ports (9193, 9972-3).

Members numbered 1,000 in 1880 (9193); only 200 financial members in 1886 (9197, 9805, 9810).

Decline of Union (1882-1886) resulted in owners reducing wages, decreasing the number of men on board, and giving preference to foreigners (9194-7, 9225-6, 9694).

Attempt in 1886 to re-organise under the privilege card system (9227, 9811); further invitation to shipowners to a conference at Sunderland accepted only by Mr. Dent (9227-9, 9527-34, 9805-20).

VIGILANCE ASSOCIATION (London).

Formed in 1886; enrolled about 1,000 members; lasted 18 months (9232).

Had a committee of management formed of shipowners and sailors, which lasted 3 months (9232-3).

INTERNATIONAL FEDERATION OF STEWARDS, SEAMEN, AND FIREMEN:

Established in opposition to the National Union, and subsidised by shipowners, who severed their connection on formation of the Shipping Federation (9291, 9295-8).

General secretary of, 9448.

AMALGAMATED BRITISH SEAMEN'S PROTECTION SOCIETY.

Has been extinct for about 10 years, though the name was introduced on the Federation ticket (9325)

SEAMEN'S UNITED FRIENDLY SOCIETY.

Formed in 1851; lasted 11 years; collapsed owing to opposition of employers; consequent effect (9176-88, 9486).

SHIPMASTERS AND OFFICERS' UNION OF GREAT BRITAIN.

Originated from the National Amalgamated Certificated Officers' Union (9446-8).

Organised and extended by witness, who has no information concerning their finances or management (9448-9, 9940-1, 10,343-4).

Dissatisfaction owing to large number of shipowners on executive committees of officers' unions (9449-52, 9837-41).

THE SHIPPING FEDERATION.

Formed September 1890 (9276, 9555).

Aggressive attitude towards the National Union, which it was formed to crush; instances cited (9272-308*a*, 9321, 9328, 9341, 9344-5, 9556-8, 9690-3, 9718-23, 9868, 9924, 9955-6, 10,150-8, 10,163, 10,171-7).

System of coercion through the ticket system practised by (9321, 9330-1, 9335, 9390, 9723, 9744-53, 9765-804, 9936-9).

Ticket (issued for the purpose of crushing the Union) (9335, 9741-4) is of no practical value as a guarantee for competency or fulfilment of contract (9923, 10,180-1); has increased number of incompetent seamen, 10,213-4.

Reported re-issue of parchment ticket; effect thereof (9329, 9444-8, 9767, 10,216, 10,220-1, 10,224).

System of supplying men is illegal under *Act of* 1854; case of conviction cited (9331-4); and encourages crimping (9331, 9480-5, 9928, 10,193).

Discharges unionists abroad and ships foreigners (9331).

Advocates freedom of contract (10,217-8).

Officers give preference to men who pay them for so doing (9331, 9479-85).

Has never offered discussion (10,164, 10,190-1).

Forces men to join other unions (9938-9).

Names of firms who are not members of (9754-64, 9768).

Acquiescence, although denied, in members' attempts to reduce wages (9331, 9925-7).

Witness' opinion as to the difference in the apparently identical object of the Federation and of the National Union, viz., attempt of each to enforce the sole employment of its own men (9793-804, 10,195-7); result if policy of either succeeded (9952-8).

EMPLOYERS (Shipowners).

Disregarded in 1880 and 1886 invitations of the North of England Seamen's Union to a conference (9193, 9227-9, 9527-34, 9805-20).

Give a preference to foreigners, who allow themselves to be imposed upon, working longer hours and for less wages than an Englishman would agree to (9195, 9197, 9225-6, 9831-2); returns issued by the Board of Trade (1886), (1) summarising replies received from shipowners denying the charge, and (2) showing increased percentage (9197-8, 10,295-9); P. and O. Company employ Lascars (9680, 10,300-5).

Have not taken steps to prevent maltreatment (9210, 9221-4).

Send unseaworthy ships to sea; instance of the "Strathendrick" and another case (1886) cited; difficulty of obtaining a fair inquiry (9199-206, 9500-6, 9579, 10,153, 10,340-2.

Practice of failure to refund proper balance of deceased sailors' wages; cases of the "Donegal" and "Rowena" cited (9206-8, 9507-18, 9579, 10,224, 10,649-54); no voluntary compensation given (10,222-4).

Imported into the Union paid agents (Messrs Hornsby, Abbott, Allison, Darby, Pleasance, and Fysh named) to create dissension; letters and facts to prove that expenses of various libel actions against these men for alleged circulation of malicious literature and also expenses incurred in getting up opposition meetings, &c. were paid by Mr. Scrutton, Messrs. Botterill and Roche, Mr. Laws, and Mr. Neilson Bird (all connected with the Shipping Federation), (9272-308*a*, 9390, 9444-5, 10,171).

The Donald Currie Line employ all union men (9681-5).

Attitude with regard to proposed amendments in *Shipping Acts* (9346-7).

Have not helped the Union to establish homes to prevent crimping (9861-5).

Describe sailors as drunken, thriftless, &c., which statement is not true generally (10,134-46).

Charge of enmity of shipowners does not apply to all of them (9693, 10,131-54).

Distinction between shipowners and shipmongers (10,148, 10,342, 10,375).

EMPLOYED (Seamen).

Names of some unions whose members will not work with non-unionists (9336). The miners and coal-porters (not the *National Amalgamated Coal Porters' Union*) are federated (10,080-7).

Condition of sailors has gradually grown worse, owing to their conciliatory attitude towards shipowners (9175, 9188, 9230); condition prior to formation of the National Union similar to that in 1851 (9176).

Maltreatment on board ship a common offence (1885-8, 9210, 9216, 9221-4); instances of successful prosecutions in the cases of the barque "Embledon" (9221-6, 9519-26), of the "Baron Blantyre" (9217-9, 9519-22), and of other cases (9220-1).

Case of the barque "Royal Tar" (1890); condition of the crew, fever and scurvy, owing to bad provisions (9249-62, 9535-42).

Dismissal for refusal to take the federation ticket; case cited (9321, 9323-4).

Discharges are an insufficient guarantee of competency; case—the "Lizzie English"—of imprisonment of two men for refusal to sign with an incompetent non-unionist fireman (9336-7, 9566-8, 9735, 9892, 9923); instance of a bad discharge being given to a competent man, who complained of the unseaworthiness of the ship (9930).

Common practice for crimps to supply false discharges (9931-3).

Numbers of seamen, officers, engineers, and cooks in the mercantile marine at various times (9240, 9424, 9965, 9967-9); and proportion of foreigners (9426-7, 10,296).

Effect of the Australian and Californian goldfields upon the supply of seamen and upon wages (9375-8, 9487-95, 9962).

Bad provisions and accommodation are the chief causes of desertions (9247, 9349-54); which have been on the decrease since the abolition (1880) of arrest without warrant (10,210, 10,307).

Effect of the system of blood money in use in San Francisco (9378, 9552-4).

Ports where union men are chiefly shipped (9679, 9686-9).

ANALYSIS OF EVIDENCE.

Foreigners are attracted by the wages (9696–702).
During coal famine (1872–4) many seamen found employment in the mines (9966, 10,003–7).
Complaint against the small number (10 per cent.) of inquiries by the Board of Trade into loss of ships and lives (10,207).
Definition of a free man (10,218–9).

WAGES.

Rates of seamen and firemen at various times since 1848 (9176, 9186, 9234–5, 9331, 9495–9, 9562–3, 9626–48, 9665, 9853–7, 9885–7, 9962–73, 9998, 10,021, 10,270–81.)
Increased chiefly due to action of the National Union and of other unions, not to the natural laws of supply and demand (9235, 9263, 9266, 9634–7, 9881–3, 9887, 6962–71, 9983–6, 10,003–7, 10,270–94).
Demand for increase, decided by ballot of members of the Union (9470–1).
Owners do not pay according to fixed rates (9245–6, 9331, 10,374).
Statistics of savings of seamen *refuting* charge of thriftlessness (10,204).

LABOUR.

Hours, wages, and conditions on steamers (9560–5).
Hours of firemen (9560–1, 9869, 9915–6, 10,205–6); of seamen (9869–73).

MERCHANT SHIPPING ACTS.

(1854) Provisions (and details as to the carrying out respecting food-scale on board (items of which are sanctioned by the Board of Trade), powers of seamen with regard thereto, and inspection of food (9359–68, 9543–8).
(1854) Provisions (which are not understood by seamen) with regard to allotment notes; objection to present system (9369–78).
(1880) Provisions with regard to rating of seamen are insufficient (9893–5).
(1876) Provisions with regard to compensation to seamen (9917–8).
(For required *amendments*, see details under *Remedies*.)

STRIKES.

Majority of strikes by the Union have been on the wages' question (9264–6, 9875).
How decided upon by the Union; arbitration always sought first (9471–4, 9842–52, 9876–7, 10,101, 10,179, 10,327–36).
Assistance rendered through the sympathetic policy of the Union in the strikes; (1) of the Dockers' Union (10,030–1); (2) of the Gas Stokers' Union (10,032–55); (3) at the Hermitage and Carron Wharves (10,059–60); (4) at Monkwearmouth Colliery and on board the "Black Diamond" (10,061–88; (5) in the case of the "Eastern Star" (10,089–91).
Strikes against the Federation ticket resulted in abolition of the preference clause and of the 1s. payment for the parchment ticket (9322–31, 9743).
Strike of 19 *weeks* (1853–4) for increased wages (9970–1).
Disputes with three lines (British India, New Zealand, and Shaw Savill) on account of (1) friction with the *Hammermen's Society* and the Tidal Basin branch, and (2) the companies insisting upon men signing on board ship (10,099–102, 10,155–8),
Glasgow strikes (1889) caused by demand for increases in wages, which were finally conceded (9884–9).
Liverpool strike.
For increase of wages (1889) failed (9266–7, 9638–9, 9643–8, 9854–7).
Lasted about nine weeks (9266, 9268–9).
No office was blocked during (9453–8, 10,092–6).
Owners obtained men from crimps (9649–53).
Advance was declined at a conference previous to (9654–7).
Wages asked for have since been conceded (9267, 9658–63).
Men were assisted by the National Union and its secretary, although the latter did not advocate striking (9266, 9270–1, 9622–5).

Cardiff strike.

Lasted about eight weeks (9327); effect on trade (9327, 10,357).
Has probably quadrupled the strike pay of the Union in 1891 (9394, 9417–8).
Crimping by the Federation, who drugged and kidnapped incompetent men (9327, 9890–2, 10,107–21); cases cited of the "Speedwell" (9890, 10,108) and of 51 men being procured in Shields to join a ship ostensibly in London, but in reality in Cardiff (10,116–21).
Case of the manning of the "Moravia" (10,105–8).
Refusal of offer of Union to withdraw pickets and compel men to resume work if Federation ticket was withdrawn (10,176–9); attitude of 400 men stationed at the shipping office (10,355–9).
Case of the "Glen Gelder," which tippers refused to load at the request of the Cardiff branch of the Union (10,122–8). Action of a member of a deputation from Leith at the time (10,337–8).

REMEDIES PROPOSED AND ADVOCATED.

Sympathetic strikes, which would be decided upon by the Union, without taking a ballot, advocated (9472–8, 10,036–9, 10,056).
A legal eight hours' day for sailors (9914–5, 9929).
Perfect organisation, both of men and of employers, with a conciliation board, would avoid disputes (9908–13, 9959–61, 9991–7, 10,346).
Shipowners to recognise the National Union, which will supply them with the best men (9328, 10,371–4).
Necessity for abandonment of abusive language on either side (10,160–3, 10,165–70).
Employers' Liability Act should be extended in the interests of sailors (9586, 9917, 10,208).
Lord Campbell's Act is a bar to compensation for injury, (9917–8, 10,208).
Conspiracy and Protection of Property Act is too stringent as to picketing (instances cited), and requires amending (9919–22, 10,309–25).
Amendments of the Merchant Shipping Acts drafted by witness, and approved by the executive of the Union (October 1891), (9348–58), as regards Acts of—

(1.) 1854 and 1880.—Notice of intention to absent from ship (9345, 10,210).
(2.) 1854.—Scale of provisions (9343–5, 9914).
(3.) 1854.—Seamen's wages and allotment notes (9345, 9616–24).
(4.) 1876.—Over-loading of decks (9348).
(5.) 1854.—Conveyance home from abroad of distressed seamen (9348).
(6.) 1854.—Constitution of local marine boards (9348–51).
(7.) 1880.—Rating of seaman, firemen, cooks and stewards, &c., by the issuing of certificates of competency, but not of character (9336–40, 9351, 9379–83, 9568–74, 9821–30, 9879–83, 9892–5, 9974–7, 10,214–5).
(8.) 1854.—Accommodation on ships (9351–2, 9896–9).
(9.) 1854.—Manning of ships (9352, 9574, 9602–15, 9714–5, 9914, 9929).

MR. HENRY FRIEND.

Represents North of England Sailors and Sea-going Firemens' Association (10,376).
Cases of picketing before the court (10,489–91).

THE NORTH OF ENGLAND SAILORS AND SEA-GOING FIREMEN'S ASSOCIATION.

Head office in Sunderland (10,377).
Federated with National Amalgamated Seamen's Union (10,378).
Numbers of members (10,379–82).
Has improved condition of ships (10,401).
Issued a manifesto against Mr. Wilson's Union (10,413–9).
Approves sympathetic strikes (10,420).
Has obtained reduction of hours for firemen (10,427–33, 10,479–82).
Favourable to negotiation (10,434–6).
Has taken action with regard to undermanning (10,453).
Amount spent in strikes (10,467–9).
Member of Federation of Transport Trades (10,474–8).
Has always discountenanced violence (10,483–8).

EMPLOYMENT.

Length of notice for ending engagements (10,395–6).
Complaints concerning (1) The unseaworthiness and ill sanitation of ships (10,400–3); (2) Employment of foreigners at less wages (10,404–6); (3) Undermanning (10,444–53, 10,460–4).
Co-operation system contemplated (10,407).
Crimping best prevented by sailors' homes (10,492).
Cases of crimping (10,493–6, 10,502–3).

ANALYSIS OF EVIDENCE.

EMPLOYED.
Unionists refuse to work with non-unionists (10,409–11).
Discharged for active unionism (10,412).
Shipping Federation members get preference of employment (10,497–501).

LABOUR.
Hours for sailors (10,397. 10,423–6).
For firemen (10,397–9, 10,427–33, 10,439–43, 10,454–7, 10,479).
Advantages of shorter hours (10,436–8).

WAGES.
Per month (10,385–6); per week (10,385–6); per day (10,387–8); per run (10,389).
Complaints as to fines for petty offences (10,390–1), and excessive charges for tobacco (10,392–4).

STRIKES.
Causes of (10,408).
Union took part in the "Black Diamond" strike (10,420–2).
Reason for small cost of strikes to the Union (10,469–70).
With regard to the federation ticket (10,469, 10,472–3).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.
Objection to legal eight hours' day for seamen at present (10,425–7).
Passing of a manning scale (10,425–6, 10,448–9, 10,458–9, 10,464–6).
Board of conciliation advocated (10,471, 10,504–20).
Advocation of co-operative system (10,497).

MR. JOHN B. LEE.

Seamen for 30 years (10,521–4, 10,565–6, 10,589–90).
Wishes to give experience to show necessity of alteration in the laws (10,525–6).
Agrees with evidence of Mr. Wilson (10,528).
As member of the National Union was deputed to complain to shipowners concerning provision scale (10,535–8, 10,618, 10,624).
Objects to federation ticket (10,552).
Unaware that employed have power to complain to the consul or to the Board of Trade concerning bad provisions (10,638–48).

COMPLAINTS.
Insufficient provisional scale sanctioned by the Board of Trade (10,527–45, 10,607–12, 10,615–48).
Undue power of the master to limit provisions (10,528, 10,539, 10,606–14, 10,620, 10,635–9).
Discharge and character system (10,546–50, 10,583–4).
Accommodation for seamen on board ship too limited (10,551, 10,555–7).
Surveying of ship by Board of Trade is a farce (10,552–5).
System of payment of wages (10,558–60, 10,562–4).
Excessive hours of labour (10,567–77).

EMPLOYMENT.
Regular; averages 9 or 10 months yearly (10,585–8).
Of foreigners (10,603–5).
Hours of *labour* (10,572–7, 10,591–5).

WAGES.
Monthly rate (10,559).
No overtime paid except for special work (10,595–600).
Better since establishment of the Union (10,601–2).

REMEDIES PROPOSED AND ADVOCATED.
Improvement in provision scale (10,533–4, 10,544–5, 10,624–30, 10,643–8).
Sailors to pass a technical examination and to be certificated (10,550, 10,580–2).
Extension of accommodation on board ship (10,551, 10,578–9).
A sailor's wife to be paid two-thirds of the wages instead of half (10,560, 10,562).
Eight hours' system could be applied to seamen (10,577).

MR. MAURICE EVANS DARBY.

A sailor (10,655, 10,694).
Once member of the Seamen's Union and founder of the Glasgow branch (10,656–61, 10,695–705).
Relations with the International Stewards, Seamen, and Firemen's Society, of which he opened a Glasgow branch (10,662–72, 10,675–6, 10,715–23, 10,728–9).
Recently agent for the Shipping Federation but has resigned, and now appears to give evidence against it (10,662, 10,673–8, 10,683–5, 10,706–14, 10,735–40).
Has carried firearms (10,686–7, 10,741–2).
Relation of Shipping Federation with Firemen's Union (10,711, 10,715–6, 10,722–4, 10,728–9, 10,736, 10,746–7).

COMPLAINTS.
The Federation encourages crimping (10,688–90, 10,705–10,744–5).
Prevalence of under-manning (10,692–3).
Witness was boycotted by shipowners (10,671, 10,730–1).
Circulation of libellous pamphlets by shipowners (10,724–7, 10,731).
Federation paid for meetings to criticise Mr. Wilson (10,781–4).
Shipowners have encouraged men to brutality during disputes (10,743).

EMPLOYED.
Unsatisfactory relations of Glasgow seamen with employers before the founding of the Union (10,659–60, 10,698–702).
Moral improvement since organisation (10,679–82, 10,691).

WAGES.
Monthly and weekly rates (10,699).
Increased by founding of the Union in Glasgow (10,698–703).

MR. ROBERT PLEASANCE.

An A.B. (10,748).
Once member of the Seamen's Union; relations therewith (10,749–53, 10,761–8).
Dispute between executive council and Tower Hill board (10,752–64).
Never employed by the federation (10,777–80).

THE SHIPPING FEDERATION.
Paid the defendant's expenses in an alleged libel upon Mr. Wilson (10,754–61, 10,776).
Paid witness to criticise balance sheet of the National Union (10,769–72, 10,774).
Favoured the creation of a rival union to Mr. Wilson's (10,765–8, 10,773–7).
Paid money to hold meetings against the Firemen's Union (10,776).

MR. WILLIAM ALFRED ALLISON.

Fireman or engineer at sea (10,781–4).
Member of National Seamen and Firemen's Union (10,785–91).
Dispute between executive and Tower Hill branch, owing to libels upon Mr. Wilson (10,792–9).

WAGES.
Monthly rate (10,789).
Raised through the Union (10,789).

MR. WILLIAM KEY.

Formerly a sailor (10,800, 10,920–1, 10,939).
Member of North of England Sailors and Firemen's Union (10,801); and trustee of National Sailors' and Firemen's Union (10,801, 10,860).
Corroborates evidence of Mr. Wilson and Mr. Friend, with regard to *sanitation* (10,802).

COMPLAINTS.
Allotment system of payment and effect upon sailors' wives (10,802–4, 10,807–9, 10,866–77, 10,909–14, 10,917–9).
Under-manning of ships (10,821. 10,922–3).
Board of Trade provision scale unsatisfactory (10,827–31).

EMPLOYED.
Representation to shipowners as to arbitration and conciliation refused (10,884–9, 10,943–55).
Weekly rate of *wages* (10,877).

LABOUR.
Hours of firemen (10,890–2).
Hours of seamen (10,893–908, 10,925–8).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.
Two-thirds of the wages of a sailor to be paid to his wife weekly (10,805–13, 10,873, 10,878–83, 10,916).
Abolition of the allotment note (10,874, 10,878, 10,915).

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ANALYSIS OF EVIDENCE.

Universal eight hours' day, including sailors (10,814–20, 10,862, 10,924, 10,929–42).
A manning scale; proposed details (10,822–6, 10,837–59, 10,940–1).
Employment of union men only (10,852–6, 10,981).
Favourable to a conciliation board (10,860–1); and to a state board of arbitration (10,865).
Strikes and lock-outs to be made illegal (10,863–4).

MR. WILLIAM GRAFFUNDER.

Formerly a seaman, now a boarding master (10,957, 11,010–12, 11,051–4).
Member of Cardiff Boarding Masters' Guarantee Association (10,956–8).
Managing director of Amalgamated Seamen and Tradesmen's Union (10,957, 11,013–8).
Was not a principal in the prosecution of Mr. Wilson (11,043, 11,049–50).

CARDIFF BOARDING MASTERS' GUARANTEE ASSOCIATION.

Testimonial as to character (10,958–60).
Did not pay towards prosecution of Mr. Wilson (11,045–7).
Acted as agents for the Shipping Federation (10,957, 11,034–40, 11,101–4).

AMALGAMATED SEAMEN AND TRADESMEN'S UNION.

Reasons for formation (10,984).
Number of members (10,961–2).
Objects of: to establish conciliation boards, and provide a better class of seamen for merchant service (10,963–4).
System of selecting and mustering members for a crew (10,979–80).
Difficulties with Mr. Wilson's union (10,982–91).
Taking of advance notes from the members to pay fees to Mr. Wilson's union (10,992–8, 11,089–95).
Is under the *Trades Union Acts* (11,019–20).
Occupation of members of (11,022–3).
Entrance fee and contributions to (11,024–7).
Has issued quarterly statements (11,028–32).
Branches of (11,033).
Neither Union nor Shipping Federation paid towards the prosecution of Mr. Wilson (11,043–4, 11,048).

EMPLOYED.

Obtain advance notes, discount them and desert (10,971–8, 11,072–82).
Desertion has increased since passing of *Act of* 1880 (11,003).
Discount charged on advance notes (11,004–7, 11,055–71).
Supply of, during Cardiff strike (11,041–2).
Assaulted during the strike (11,096–100, 11,105–111).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

Boards of conciliation advocated (10,965–70).
Amendment of law relative to advance notes (10,971–8).
Amendment of law relative to the punishment of accessories to a seaman's breach of contract (10,999–11,002, 11,083–8).
Weekly wages to seamen in sailing vessels impossible (11,008–9).

MR. SOLL SAMUEL.

Member of Amalgamated Seamen and Firemen's Union (11,112–4); an outfitter by trade (11,113, 11,130, 11,144–5).

EMPLOYED.

Benefited by the creation of the Shipping Federation (11,115–6); sign and do not join (11,124–6).
Buy advance notes and fill them in by forgery (11,128).
Discount charged on advance notes and payment of them (11,130–43, 11,146–9).

REMEDIES PROPOSED AND ADVOCATED.

Board of conciliation with an impartial arbitrator (11,117–8).
Unionism advocated (11,117).
Adoption of system of continuous discharges (11,119–23).
Easier legal remedy for a tradesman to obtain compensation for fraud by an advance note (11,127).
Advance notes to be sold by authority from the Board of Trade (11,128–9).

MR. REUBEN MANTON.

Represents the National Federation of Fishermen and the fishermen on the east coast (11,150–2).

THE NATIONAL FEDERATION OF FISHERMEN.

Is a registered trade union (11,152).
Number of members (11,153); number of non-members (11,154).
Attitude with regard to *inspection* (11,203–9).
Represents masters and mates and weekly men (11,242).

EMPLOYMENT.

Apprenticeship system (11,154, 11,211–2, 11,215–6).
Irregular, owing to introduction of steam fishing vessels (11,196–7).
Sunday work (11,188–9, 11,197).
Safety of (11,198).
Ill *sanitation* (11,203).
Inspection insufficient (11,198–200, 11,203–4).
Winter-fleeting: description of, and strikes against (11,219–23).
Average *hours* very excessive (11,188–9, 11,193).

EMPLOYED.

Order in Council issued by the Board of Trade makes the requisite service for certificated trawling fishermen too short (11,154).
Boys employed too young (11,154).
A third hand on a fishing vessel is not classed as skilled (11,154).
Sub-contract system made use of by employers for their own gain (11,158).
System of charging fishermen for use and loss of nets (11,158).
Do not obtain a share of the rebate of profit (11,158–69).
Compelled to buy provisions at stores in which employer has an interest, but obtain no rebate of profits (11,170–87).
Have obtained concessions from employers (11,180–5, 11,189, 11,193, 11,226–7).
Boats are not under-manned (11,190).
Cannot claim under the *Employers' Liability Act* (11,210).
Few foreigners, who always come as boys (11,213–6).
Desirous to avoid strikes (11,224–5).
Charged a tariff for a medicine chest on board (11,217).
Dismissal of representative delegates less frequent (11,218).

WAGES.

Averages (11,155, 11,157–8).
Some paid by a share of the profits, some weekly (11,156, 11,235–43).

REMEDIES PROPOSED AND ADVOCATED.

Profit-sharing system in the fishing industry (11,156–8).
Provision to be made by the employer in the case where a man is injured (11,156–7).
More time for rest (11,188–9, 11,191–5).
Life Savings Appliances Act to apply to fishing vessels (11,198).
Better surveyance of vessels (11,198–211).
Compulsory placing of life-saving chains, &c. on board (11,201–2).
Boys who have never been to sea before not to be considered part of crew (11,211–2, 11,234).
Foreigners not to be asked to come over (11,213).
Inspection of winter-fleeting (11,219–22).
Amendment of *Fishing Boats Act* with regard to certificates (11,228).
Bill to provide check officials upon the wholesale markets (11,228–9).
Prevention of fishermen making contracts which place them in the power of a fish salesman (11,229–33).

ANALYSIS OF EVIDENCE.